



**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  
MONDAY, MARCH 7, 2016**

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

**1. CALL TO ORDER:**

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

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

- A) City Engineer's Report
- B) Submission of January 2016 Tax Collection Report
- C) City Events of Interest

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

- A) Approval of Minutes for February 15, 2016 – Regular Meeting.

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- B) Consideration and action, if any, on Ordinance adopting Article IV – Cost Recovery to Code of Ordinance, Chapter 54, Fire Protection and Fire Prevention. (FIRE) – **3<sup>rd</sup> and Final Reading**
- C) Consideration and action, if any, on Ordinance amending Ordinance No. O-82-13 and creating appendix A Zoning, Sec. 1.89 of the City of Pharr Code of Ordinances, Planning and Zoning Commission By-Laws. (ADMINISTRATION) – **3<sup>rd</sup> and Final Reading**
- D) Consideration and action, if any, on request from PSJA ISD for use of the Boggus Ford Events Center on Wednesday, April 27, 2016 for their 8<sup>th</sup> Annual Dual Language Bi-Literacy Certification Ceremony. (EVENTS CENTER)
- E) Consideration and action, if any, on request from PSJA ISD for use of the Boggus Ford Events Center on Thursday, May 12, 2016 for their 5<sup>th</sup> Grade District-Wide Career Fair. (EVENTS CENTER)
- F) Consideration and action, if any, authorizing waiver of fees for Police services for Behavioral Health Solutions of South Texas during rental of the Tierra Del Sol Banquet Room on April 29, 2016 for their 9<sup>th</sup> Annual Noche Inolvidable “Casino Extravaganza”. (POLICE)
- G) Consideration and action, if any, ratifying request from PSJA ISD for closure of Kelly Avenue from Fir Avenue to Gumwood Avenue for their Middle School Track Meet at Stadium on Thursday, March 3, 2016 from 3:00 p.m. to 9:00 p.m. (POLICE)
- H) Consideration and action, if any, rejecting bids for Classification and Compensation Study. (HR)
- I) Consideration and action, if any, ratifying request from City of Hidalgo for use of City of Pharr’s mobile stage and bleachers for their annual 2016 Border Fest event. (ADMINISTRATION)
- J) Consideration and action on Planning & Zoning Cases:

**PUBLIC HEARING:**

1. Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I). The property is legally described as a 0.6081-acre tract of land out of a certain 0.88 acre out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 4502 North Cage Boulevard. **SOB#010105**
2. Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. **CUP#150101**

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3. Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park). **CUP#040213**
4. Roberto Torres Jr. has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit in a Single-Family Residential District (R-1). The property is legally described as being all of Lot 40, Los Laureles Subdivision Phase 2, Pharr, Hidalgo County, Texas. The property's physical address is 907 West Denise Drive. **CUP#160103**
5. Lucina G. Gonzalez, representing Casa de Fe, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being all of Lot 208, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6703 South Jackson Road. **CUP#160105**

**PLATS:**

6. Sam Engineering & Surveying Inc., representing Cesar Garcia Vigil, is requesting preliminary and final plat approval of the proposed Amended Interenlace Subdivision. The property is legally described as being a 10.00-acre tract of land being the East 10.00 acres of the West 20.00 acres of Lot 358, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 600 and 800 Block of West Anaya Road. **SUB#160202**
7. Sam Engineering & Surveying Inc., representing Adolfo Campero, Manager, is requesting preliminary plat approval of the proposed Campero Subdivision Master Plan. The property is legally described as being a 48.029-acre tract of land, being part or portion of Lot 358 and Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 700 and 1200 Block of West Anaya Road. **SUB#151229**

**REGULAR AGENDA – OPEN SESSION:**

**4. ORDINANCES AND RESOLUTIONS:**

- A) Consideration and action, if any, on Ordinance authorizing and ordering the issuance of City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016 in an aggregate principal amount of \$14,415,000.00 for the acquisition, construction and improvements of certain public works; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; awarding the sale thereof; and making other provisions regarding such certificates, including use of the proceeds thereof; and matters incident thereto (FINANCE)
- B) Consideration and action, if any, on Ordinance adopting the Comprehensive Plan "Pharr into the Future, Your Vision! Pharr 2025". (DEVELOPMENT SERVICES) – **1<sup>st</sup> Reading**

- C) Consideration and action, if any, on Resolution for voluntary drug screening. (ADMINISTRATION)
- D) Consideration and action, if any, on Resolution for drain ditch right-of-way Texas Department of Transportation purchased from City of Pharr. (ADMINISTRATION)
- E) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from U.S. Business 83 to Kelly Avenue for the Annual Hub Phest event from Friday, April 8, 2016 (12:00 a.m.) to Sunday, April 10, 2016 (12:00 p.m.). (PUBLIC WORKS)
- F) Consideration and action, if any, on Resolution appointing two (2) members and appointing/re-appointing six (6) members to the Community Development Council. (CDBG)

**5. ADMINISTRATIVE:**

- A) Consideration and action, if any, awarding bid for Water and Sanitary Sewer Improvements on US 281 (Military Highway) Project. (ENGINEERING)
- B) Consideration and action, if any, awarding bid for Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project. (BRIDGE)
- C) Consideration and action, if any, on nomination of five (5) high school marching bands for the 2017 National Memorial Day Parade in Washington, DC. (ADMINISTRATION)

**6. PURCHASING:**

- A) Consideration and action, if any, authorizing Pharr Police Department to purchase thirty-seven (37) Tasers in the amount of \$53,371.76. (POLICE)

**7. CONTRACTS/AGREEMENTS:**

- A) Consideration and action, if any, on supplement agreement with Union Pacific Railroad for water transmission line on West Business 83 and Dahlia Street. (PUBLIC UTILITIES)
- B) Consideration and action, if any, authorizing Pharr Police Department to enter into a contract with Tyler Technologies for electronic citation solutions. (POLICE)
- C) Consideration and action, if any, authorizing City Manager to negotiate additional engineering services with S&GE Engineering for Waste Water Treatment Secondary Clarifier No. 2. (ENGINEER)

- D) Consideration and action, if any, authorizing City Manager to negotiate fee for professional engineering services with Dannenbaum Engineering for relocation of water and sanitary sewer utilities due to the construction of HCRMA (SH 365-Segment 1 and 2). (ENGINEER)
- E) Consideration and action, if any, authorizing City Manager to negotiate fee for professional engineering services with TEDSI Engineering for Pharr/Reynosa International Bridge second exit to the BSIF. (ENGINEER)
- F) Consideration and action, if any, on contract for professional engineering services with R. Gutierrez Engineering for Pharr Bicycle Accessible Improvement Project. (ENGINEERING)
- G) Consideration and action, if any, on ratification of agreement with UTRGV for athletics sponsorship. (ADMINISTRATION)
- H) Consideration and action, if any, on 380 Comprehensive Economic Stimulus agreement with Evergreen Cold Storage, LLC. (PEDC)
- I) Consideration and action, if any, on 380 Comprehensive Economic Stimulus agreement with Grupo Internelace, Inc. (PEDC)
- J) Consideration and action, if any, on 380 Comprehensive Economic Stimulus agreement with Spring Valley Fruits, Inc. (PEDC)
- K) Consideration and action, if any, on Memorandum of Understanding between Hidalgo County Regional Mobility Authority (HCRMA) and other municipalities to establish a partnership in areas of benefit to all entities. (PEDC)
- L) Consideration and action, if any, on Binding Memorandum of Understanding with development company. (ADMINISTRATION)
- M) Consideration and action, if any, on mutual separation agreement and release between Rogelio S. Garcia and City of Pharr. (ADMINISTRATION)

**8. LEGAL:**

- A) Consideration and action, if any, on agreement with Border Ads and the City of Pharr. (BRIDGE)

**9. CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 3 - 8 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated**

**litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

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

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

**11. ADJOURNMENT.**

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

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

AGENDA REGULAR MEETING  
MARCH 7, 2016

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 4<sup>th</sup> day of March, 2016, at 4:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESSED BY MY HAND AND SEAL, this 4<sup>TH</sup> DAY OF MARCH 2016.

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2016 by,

\_\_\_\_\_

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

**City Engineer's Report**  
**March 7, 2016**

**Design Projects:**

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

TxDOT has agreed to oversee this project with some city participation.

**City of Pharr Bicycle Accessible Improvements**

Consultant has completed plans and specifications for Bike Trail on Cage Blvd and submitted to TxDOT for review. Plans are currently being prepared to have the Bike Trail transverse the floodway.

**Owassa Road**

City was issued the FONSI and acquiring Right of Way can begin. Engineer has submitted 60% construction plans and is currently under review by TxDOT.

**Wastewater Treatment Plant – Secondary Clarifier No. 2 Replacement**

Project is currently under design.

**Construction Projects:**

**Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement**

Project is completed and contractor will be submitting closeout documents in order for the Commission to accept the project.

Contract Amount:	\$370,000.00
Current Expenditures:	\$370,000.00
Percent Completed:	100%

**Hi-Line Road**

Public Works forces has begun to reconstruct road on December 1, 2015. Estimated completion date is April 2016.

**Egly & Sugar Drainage Detention Pond**

Contractor is 95% complete and a final walk thru will be performed next week.

Contract Amount:	\$387,047.55
Current Expenditures:	\$325,655.70
Percent Completed:	85%

**Single Machine Repaving Project – Year 1 – Phase A – Las Milpas**

Contractor has begun construction on January 4, 2016.

Contract Amount:	\$1,377,768.35
Current Expenditures:	\$192,843.30
Percent Completed:	14%

**Navarro Street Roadway & Drainage Improvements**

Contractor has begun construction on the project.

**Jones Box Bridge Crossing**

Contractor will be placing the concrete piers and abutment for the bridge this week.



**Hi-Line Road Improvements**



**Hi-Line Road Improvements**



**Hi-Line Road Improvements**



**Hi-Line Road Improvements**



**Repaving Year 1 – Phase A Project**



**Repaving Year 1 – Phase A Project**



**Repaving Year 1 – Phase A Project**



**Repaving Year 1 – Phase A Project**



**Navarro Street Improvements – Drainage Ditch**



**Navarro Street Improvements – Drainage Ditch**



**Navarro Street Improvements – Drainage Ditch**



**Navarro Street Improvements**



**Navarro Street Improvements**



**Navarro Street Improvements**



**Egly & Sugar Drainage Detention Pond**



**Egly & Sugar Drainage Detention Pond**



**Jones Box Pedestrian Bridge – Piers**



**Jones Box Pedestrian Bridge – Piers**

*mf*

PREPARED BY: MARIA FIGUEROA

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF PHARR TAXES COLLECTED FOR:  
JANUARY 2016

**COMPARATIVE RATE OF COLLECTIONS**

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2015/2016	COLLECTED 2014/2015
2015 TAX ROLL	16,681,597.30	13,470,912.01	-	75,177.73	3,285,863.02	80.39%	79.34%
2014 & PRIOR YRS ROLLBACK	2,442,437.72	235,259.95	-	(15,057.25)	2,192,120.52	9.69%	10.95%
	-	50,670.41	-	50,677.39	6.98	99.99%	0.00%
<b>TOTALS</b>	<b>19,124,035.02</b>	<b>13,756,842.37</b>	<b>-</b>	<b>110,797.87</b>	<b>5,477,990.52</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2016**

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	7,025,421.41	35,888.45 CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	55,435.98	(4,238.88) PRIOR
PRIOR YEARS-P&I	24,444.01	
ROLLBACK	42,457.12	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	11,784.79	
<b>TOTAL COLLECTIONS</b>	<b>7,159,543.31</b>	<b>31,649.57</b>
LESS TRANSFERRED	2,635,581.23	
LESS IN TRANSIT	4,518,085.55	
LESS DUE TO HCAD COMM. FEE	363.53	
LESS DUE TO CO TREASURER	5,513.00	
<b>BALANCE</b>	<b>-</b>	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
ASSESSOR/COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 19TH DAY OF FEBRUARY 2016 A.D.

*Jose E. Jaramillo*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR  
CITY OF PHARR  
AS OF JANUARY 2016

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
5-Jan	251,305.89	0.00			982.98	419.29			184.94		252,893.10	247,380.10	5,513.00	11-Jan
6-Jan	114,415.39	0.00			6,119.65	1,717.78			1,168.91		123,421.73	123,421.73	0.00	12-Jan
7-Jan	137,048.79	0.00			994.46	279.97			180.51		138,503.73	138,503.73	0.00	13-Jan
8-Jan	215,316.22	0.00			1,242.95	471.07			241.58		217,271.82	217,271.82	0.00	14-Jan
11-Jan	194,673.97	0.00			2,607.89	926.62			517.67		198,726.15	198,726.15	0.00	15-Jan
12-Jan	149,562.96	0.00			342.16	194.38			17.14		150,116.64	150,116.64	0.00	19-Jan
13-Jan	168,664.07	0.00			4,289.09	1,341.20			751.10		175,045.46	175,045.46	0.00	20-Jan
14-Jan	194,773.45	0.00			1,914.67	496.86			343.63		197,528.61	197,528.61	0.00	21-Jan
15-Jan	130,748.20	0.00			1,291.12	407.44			244.34		132,691.10	132,691.10	0.00	22-Jan
16-Jan	(2,255.40)	0.00			(3,141.61)	(240.13)			(211.72)		(5,848.86)	0.00	(5,848.86)	
19-Jan	207,763.14	0.00			3,039.61	842.19			581.39		212,226.33	206,377.47	5,848.86	25-Jan
20-Jan	234,918.18	0.00			823.71	237.87			149.41		236,129.17	236,129.17	(0.00)	26-Jan
21-Jan	176,417.35	0.00			1,614.48	596.12			322.08		178,950.03	178,950.03	0.00	27-Jan
22-Jan	188,891.21	0.00			1,101.29	423.07			276.26		190,691.83	190,691.83	0.00	28-Jan
25-Jan	238,478.60	0.00			2,722.81	1,014.02			531.96		242,747.39	242,747.39	(0.00)	29-Jan
26-Jan	335,293.85	0.00			1,599.22	435.89			258.58		337,587.54	337,587.54	0.00	1-Feb
27-Jan	348,754.17	0.00			2,176.18	554.31			351.41		351,836.07	351,836.07	(0.00)	2-Feb
28-Jan	318,848.82	0.00			2,237.90	740.19			430.46		322,257.37	322,257.37	0.00	3-Feb
29-Jan	3,421,802.55	0.00			23,477.42	13,585.87			5,445.14		3,464,310.98	3,463,947.45	363.53	19-Feb
29-Jan			0.00	0.00			42,457.12	0.00		0.00	42,457.12	42,457.12	0.00	19-Feb
											0.00		0.00	
											0.00		0.00	
TTL	7,025,421.41	0.00	0.00	0.00	55,435.98	24,444.01	42,457.12	0.00	11,784.79	0.00	7,159,543.31	7,153,666.78	5,876.53	

OVERALL TOTAL	7,159,543.31
LESS REFUNDS	0.00
LESS HCAD COMM FEES	363.53
LESS COMM/COST	5,513.00
BALANCE	7,153,666.78
LESS TRANSFERRED	2,635,581.23
LESS TRANSF IN TRANSIT	4,518,085.55
BALANCE PENDING	0.00

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF PHARR  
TAX COLLECTION REPORT  
FOR THE MONTH OF JANUARY 2016

<u>AD VALOREM - CITY OF PHARR</u>	<u>2015-2016</u>	<u>2014-2015</u>	<u>DIFFERENCE</u>
<b><u>2015 CURRENT</u></b>			
ORIGINAL LEVY	16,681,597.30	16,044,972.57	636,624.73
MODIFICATIONS	75,177.73	191,996.64	(116,818.91)
CURRENT LEVY	16,756,775.03	16,236,969.21	519,805.82
CURRENT COLLECTIONS THIS MONTH	7,025,421.41	6,994,459.05	30,962.36
<b>CURRENT COLLECTIONS TO DATE</b>	<b>13,470,912.01</b>	<b>12,882,613.80</b>	<b>588,298.21</b>
OUTSTANDING TO DATE	3,285,863.02	3,354,355.41	(68,492.39)
PERCENT COLLECTED/ORIGINAL	80.75%	80.29%	<b>0.46%</b>
PERCENT COLLECTED/MODIFIED	80.39%	79.34%	<b>1.05%</b>
<b>TOTAL COLLECTIONS FISCAL YEAR</b>	<b>13,470,912.01</b>	<b>12,882,613.80</b>	
<b><u>DELINQUENT</u></b>			
ORIGINAL LEVY	2,442,437.72	2,413,349.92	29,087.80
MODIFICATIONS	(15,057.25)	(7,695.75)	(7,361.50)
DELINQUENT LEVY	2,427,380.47	2,405,654.17	21,726.30
DELINQUENT COLLECTIONS THIS MONTH	55,435.98	56,354.47	(918.49)
<b>DELINQUENT COLLECTIONS TO DATE</b>	<b>235,259.95</b>	<b>263,439.90</b>	<b>(28,179.95)</b>
OUTSTANDING TO DATE	2,192,120.52	2,142,214.27	49,906.25
PERCENT COLLECTED/ORIGINAL	9.63%	10.92%	<b>-1.29%</b>
PERCENT COLLECTED/MODIFIED	9.69%	10.95%	<b>-1.26%</b>
<b>TOTAL COLLECTIONS FISCAL YEAR</b>	<b>235,259.95</b>	<b>263,439.90</b>	
<b><u>ROLLBACK</u></b>			
ORIGINAL LEVY	0.00	0.00	0.00
MODIFICATIONS	50,677.39	0.00	50,677.39
ROLLBACK LEVY	50,677.39	0.00	50,677.39
ROLLBACK COLLECTIONS THIS MONTH	42,457.12	0.00	42,457.12
<b>ROLLBACK COLLECTIONS TO DATE</b>	<b>50,670.41</b>	<b>0.00</b>	<b>50,670.41</b>
OUTSTANDING TO DATE	6.98	0.00	6.98
PERCENT COLLECTED/ORIGINAL	#DIV/0!	#DIV/0!	#DIV/0!
PERCENT COLLECTED/MODIFIED	99.99%	#DIV/0!	#DIV/0!
<b>TOTAL COLLECTIONS FISCAL YEAR</b>	<b>50,670.41</b>	<b>0.00</b>	

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.582100	6,253,054.40	.00	.00	107,221.69-	6,145,832.71	.00	.00	.00	6,253,054.40
	I & S	.071900	772,367.01	.00	.00	13,243.81-	759,123.20	.00	.00	.00	772,367.01
	TOTAL	.654000	7,025,421.41	.00	.00	120,465.50-	6,904,955.91	.00	.00	.00	7,025,421.41
2014	M & O	.608100	30,981.21	.00	7,348.68	9.65-	38,318.24	6,259.37	.00	.00	44,587.26
	I & S	.071900	3,663.15	.00	868.64	1.14-	4,538.65	.00	.00	.00	4,531.79
	TOTAL	.680000	34,644.36	.00	8,215.32	10.79-	42,848.89	6,259.37	.00	.00	49,119.05
2013	M & O	.605000	6,197.51	.00	2,575.48	.00	8,772.99	1,513.88	.00	.00	10,286.87
	I & S	.075000	768.32	.00	319.27	.00	1,087.59	.00	.00	.00	1,087.59
	TOTAL	.680000	6,965.83	.00	2,894.75	.00	9,860.58	1,513.88	.00	.00	11,374.46
2012	M & O	.602600	3,556.42	.00	1,695.14	.00	5,251.56	883.11	.00	.00	6,134.67
	I & S	.077400	456.78	.00	217.71	.00	674.49	.00	.00	.00	674.49
	TOTAL	.680000	4,013.20	.00	1,912.85	.00	5,926.05	883.11	.00	.00	6,809.16
2011	M & O	.602100	1,565.25	.00	921.84	.00	2,487.09	412.65	.00	.00	2,899.74
	I & S	.077900	202.53	.00	119.24	.00	321.77	.00	.00	.00	321.77
	TOTAL	.680000	1,767.78	.00	1,041.08	.00	2,808.86	412.65	.00	.00	3,221.51
2010	M & O	.601800	905.16	.00	630.35	.00	1,535.51	246.45	.00	.00	1,781.96
	I & S	.078200	117.61	.00	81.88	.00	199.49	.00	.00	.00	199.49
	TOTAL	.680000	1,022.77	.00	712.23	.00	1,735.00	246.45	.00	.00	1,981.45
2009	M & O	.601800	745.00	.00	618.21	.00	1,363.21	231.06	.00	.00	1,594.27
	I & S	.078200	96.82	.00	60.31	.00	177.13	.00	.00	.00	177.13
	TOTAL	.680000	841.82	.00	698.52	.00	1,540.34	231.06	.00	.00	1,771.40
2008	M & O	.602940	766.91	.00	721.42	.00	1,488.33	250.51	.00	.00	1,738.84
	I & S	.078910	100.37	.00	94.42	.00	194.79	.00	.00	.00	194.79
	TOTAL	.681850	867.28	.00	815.84	.00	1,683.12	250.51	.00	.00	1,933.63
2007	M & O	.596130	625.92	.00	663.93	.00	1,289.85	220.85	.00	.00	1,510.70
	I & S	.086990	91.34	.00	96.88	.00	198.22	.00	.00	.00	188.22
	TOTAL	.683120	717.26	.00	760.81	.00	1,478.07	220.85	.00	.00	1,698.92
2006	M & O	.593130	1,015.59	.00	1,206.90	.00	2,222.49	383.95	.00	.00	2,606.44
	I & S	.089990	154.08	.00	183.10	.00	337.18	.00	.00	.00	337.18
	TOTAL	.683120	1,169.67	.00	1,390.00	.00	2,559.67	383.95	.00	.00	2,943.62
2005	M & O	.593130	921.38	.00	1,204.96	.00	2,126.34	367.35	.00	.00	2,493.69
	I & S	.089990	139.80	.00	182.83	.00	322.63	.00	.00	.00	322.63
	TOTAL	.683120	1,061.18	.00	1,387.79	.00	2,448.97	367.35	.00	.00	2,816.32
2004	M & O	.601650	445.06	.00	629.41	.00	1,074.47	178.38	.00	.00	1,252.85
	I & S	.081470	60.28	.00	85.23	.00	145.51	.00	.00	.00	145.51
	TOTAL	.683120	505.34	.00	714.64	.00	1,219.98	178.38	.00	.00	1,398.36

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.596220	357.70	.00	552.80	.00	910.50	156.48	.00	.00	1,066.98
	I & S	.086900	52.13	.00	80.57	.00	132.70	.00	.00	.00	132.70
	TOTAL	.683120	409.83	.00	633.37	.00	1,043.20	156.48	.00	.00	1,199.68
2002	M & O	.590210	290.04	.00	471.74	.00	761.78	129.71	.00	.00	891.49
	I & S	.099790	49.03	.00	79.77	.00	128.80	.00	.00	.00	128.80
	TOTAL	.690000	339.07	.00	551.51	.00	890.58	129.71	.00	.00	1,020.29
2001	M & O	.564720	270.94	.00	482.89	.00	753.83	132.62	.00	.00	886.45
	I & S	.097590	46.82	.00	83.45	.00	130.27	.00	.00	.00	130.27
	TOTAL	.662310	317.76	.00	566.34	.00	884.10	132.62	.00	.00	1,016.72
2000	M & O	.533960	67.94	.00	129.31	.00	197.25	35.59	.00	.00	232.84
	I & S	.108350	13.79	.00	26.24	.00	40.03	.00	.00	.00	40.03
	TOTAL	.642310	81.73	.00	155.55	.00	237.28	35.59	.00	.00	272.87
1998	M & O	.505610	5.06	.00	10.55	.00	15.61	2.77	.00	.00	18.38
	I & S	.124190	1.24	.00	2.59	.00	3.83	.00	.00	.00	3.83
	TOTAL	.630000	6.30	.00	13.14	.00	19.44	2.77	.00	.00	22.21
1997	M & O	.524810	8.61	.00	19.63	.00	28.24	.66	.00	.00	28.90
	I & S	.075190	1.24	.00	2.81	.00	4.05	.00	.00	.00	4.05
	TOTAL	.600000	9.85	.00	22.44	.00	32.29	.66	.00	.00	32.95
1996	M & O	.516090	71.40	.00	170.55	.00	241.95	23.66	.00	.00	265.61
	I & S	.082910	11.61	.00	27.73	.00	39.34	.00	.00	.00	39.34
	TOTAL	.600000	83.01	.00	198.28	.00	281.29	23.66	.00	.00	304.95
1995	M & O	.510030	71.26	.00	178.18	.00	249.44	44.02	.00	.00	293.46
	I & S	.089970	12.58	.00	31.43	.00	44.01	.00	.00	.00	44.01
	TOTAL	.600000	83.84	.00	209.61	.00	293.45	44.02	.00	.00	337.47
1994	M & O	.471740	67.81	.00	177.67	.00	245.48	44.50	.00	.00	289.98
	I & S	.098260	14.13	.00	37.01	.00	51.14	.00	.00	.00	51.14
	TOTAL	.570000	81.94	.00	214.68	.00	296.62	44.50	.00	.00	341.12
1993	M & O	.465410	75.43	.00	200.67	.00	282.10	51.82	.00	.00	333.92
	I & S	.104560	16.94	.00	46.43	.00	63.37	.00	.00	.00	63.37
	TOTAL	.570000	92.37	.00	251.10	.00	345.47	51.82	.00	.00	397.29
1992	M & O	.447640	62.70	.00	179.33	.00	242.03	45.42	.00	.00	287.45
	I & S	.112360	15.74	.00	45.01	.00	60.75	.00	.00	.00	60.75
	TOTAL	.560000	78.44	.00	224.34	.00	302.78	45.42	.00	.00	348.20
1991	M & O	.464340	76.48	.00	228.14	.00	304.62	55.11	.00	.00	359.73
	I & S	.095660	15.76	.00	47.00	.00	62.76	.00	.00	.00	62.76
	TOTAL	.560000	92.24	.00	275.14	.00	367.38	55.11	.00	.00	422.49

YEAR	FUNK	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.473940	84.63	.00	262.71	.00	347.34	62.66	.00	.00	410.00
	I & S	.096060	17.15	.00	53.24	.00	70.39	.00	.00	.00	70.39
	TOTAL	.570000	101.78	.00	315.95	.00	417.73	62.66	.00	.00	480.39
1989	M & O	.556640	33.98	.00	109.41	.00	143.39	25.89	.00	.00	169.28
	I & S	.113360	6.92	.00	22.28	.00	29.20	.00	.00	.00	29.20
	TOTAL	.670000	40.90	.00	131.69	.00	172.59	25.89	.00	.00	198.48
1988	M & O	.575520	34.73	.00	116.09	.00	150.73	26.32	.00	.00	177.05
	I & S	.094480	5.70	.00	19.04	.00	24.74	.00	.00	.00	24.74
	TOTAL	.670000	40.43	.00	135.04	.00	175.47	26.32	.00	.00	201.79
ALL	M & O		6,302,358.52	.00	21,509.90	107,231.34-	6,216,637.08	11,784.79	.00	.00	6,335,653.21
ALL	I & S		778,498.87	.00	2,934.11	13,244.95-	768,188.03	.00	.00	.00	781,432.98
ALL	TOTAL		7,080,857.39	.00	24,444.01	120,476.29-	6,984,825.11	11,784.79	.00	.00	7,117,086.19
DLQ	M & O		49,304.12	.00	21,509.90	9.65-	70,804.37	11,784.79	.00	.00	82,598.81
DLQ	I & S		6,131.86	.00	2,934.11	1.14-	9,064.83	.00	.00	.00	9,065.97
DLQ	TOTAL		55,435.98	.00	24,444.01	10.79-	79,869.20	11,784.79	.00	.00	91,664.78
CURR	M & O		6,253,054.40	.00	.00	107,221.69	6,145,832.71	.00	.00	.00	6,253,054.40
CURR	I & S		772,367.01	.00	.00	13,243.82-	759,123.20	.00	.00	.00	772,367.01
CURR	TOTAL		7,025,421.41	.00	.00	120,465.50-	6,904,955.91	.00	.00	.00	7,025,421.41



YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.582100	6,253,054.40	.00	.00	107,221.69	6,145,832.71	.00	.00	.00	6,253,054.40
	I & S	.071900	772,367.01	.00	.00	13,243.81	759,123.20	.00	.00	.00	772,367.01
	TOTAL	.654000	7,025,421.41	.00	.00	120,465.50	6,904,955.91	.00	.00	.00	7,025,421.41
2014	M & O	.608100	30,981.21	.00	7,346.68	9.65	38,318.24	6,259.37	.00	.00	44,587.26
	I & S	.071900	3,663.15	.00	868.64	1.14	4,530.65	.00	.00	.00	4,531.79
	TOTAL	.680000	34,644.36	.00	8,215.32	10.79	42,848.89	6,259.37	.00	.00	49,119.05
2013	M & O	.605000	14,836.68	.00	2,575.48	.00	17,412.16	1,513.88	.00	.00	19,926.04
	I & S	.075000	1,839.29	.00	319.27	.00	2,158.56	.00	.00	.00	2,158.56
	TOTAL	.680000	16,675.97	.00	2,894.75	.00	19,570.72	1,513.88	.00	.00	21,084.60
2012	M & O	.602600	12,698.05	.00	1,695.14	.00	14,393.19	883.11	.00	.00	15,276.30
	I & S	.077400	1,630.96	.00	217.71	.00	1,848.67	.00	.00	.00	1,848.67
	TOTAL	.680000	14,329.01	.00	1,912.85	.00	16,241.86	883.11	.00	.00	17,124.97
2011	M & O	.602100	11,231.36	.00	921.84	.00	12,153.20	412.65	.00	.00	12,565.85
	I & S	.077900	1,453.14	.00	119.24	.00	1,572.38	.00	.00	.00	1,572.38
	TOTAL	.680000	12,684.50	.00	1,041.08	.00	13,725.58	412.65	.00	.00	14,138.23
2010	M & O	.601800	11,095.45	.00	630.35	.00	11,725.80	246.45	.00	.00	11,972.25
	I & S	.078200	1,441.77	.00	81.88	.00	1,523.65	.00	.00	.00	1,523.65
	TOTAL	.680000	12,537.22	.00	712.23	.00	13,249.45	246.45	.00	.00	13,495.90
2009	M & O	.601800	745.00	.00	618.21	.00	1,363.21	231.06	.00	.00	1,594.27
	I & S	.078200	96.82	.00	80.31	.00	177.13	.00	.00	.00	177.13
	TOTAL	.680000	841.82	.00	698.52	.00	1,540.34	231.06	.00	.00	1,771.40
2008	M & O	.602940	766.91	.00	721.42	.00	1,488.33	250.51	.00	.00	1,738.84
	I & S	.078930	100.37	.00	94.42	.00	194.79	.00	.00	.00	194.79
	TOTAL	.681850	867.28	.00	815.84	.00	1,683.12	250.51	.00	.00	1,933.63
2007	M & O	.596130	625.92	.00	663.93	.00	1,289.85	220.85	.00	.00	1,510.70
	I & S	.086990	91.34	.00	96.88	.00	188.22	.00	.00	.00	188.22
	TOTAL	.683120	717.26	.00	760.81	.00	1,478.07	220.85	.00	.00	1,698.92
2006	M & O	.593130	1,015.59	.00	1,206.90	.00	2,222.49	383.95	.00	.00	2,606.44
	I & S	.089990	154.08	.00	183.10	.00	337.18	.00	.00	.00	337.18
	TOTAL	.683120	1,169.67	.00	1,390.00	.00	2,559.67	383.95	.00	.00	2,943.62
2005	M & O	.593130	921.38	.00	1,204.96	.00	2,126.34	367.35	.00	.00	2,493.69
	I & S	.089990	139.80	.00	182.83	.00	322.63	.00	.00	.00	322.63
	TOTAL	.683120	1,061.18	.00	1,387.79	.00	2,448.97	367.35	.00	.00	2,816.32
2004	M & O	.601650	445.06	.00	625.41	.00	1,074.47	178.38	.00	.00	1,252.85
	I & S	.081470	60.28	.00	85.23	.00	145.51	.00	.00	.00	145.51
	TOTAL	.683120	505.34	.00	710.64	.00	1,219.98	178.38	.00	.00	1,398.36

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.596220	357.70	.00	552.80	.00	910.50	156.48	.00	.00	1,066.98
	I & S	.086900	52.13	.00	80.57	.00	132.70	.00	.00	.00	132.70
	TOTAL	.683120	409.83	.00	633.37	.00	1,043.20	156.48	.00	.00	1,199.68
2002	M & O	.590210	290.04	.00	471.74	.00	761.78	129.71	.00	.00	891.49
	I & S	.099790	49.03	.00	79.77	.00	128.80	.00	.00	.00	128.80
	TOTAL	.690000	339.07	.00	551.51	.00	890.58	129.71	.00	.00	1,020.29
2001	M & O	.564720	270.94	.00	482.89	.00	753.83	132.62	.00	.00	886.45
	I & S	.097590	46.82	.00	83.45	.00	130.27	.00	.00	.00	130.27
	TOTAL	.662310	317.76	.00	566.34	.00	884.10	132.62	.00	.00	1,016.72
2000	M & O	.533960	67.94	.00	129.31	.00	197.25	35.59	.00	.00	232.84
	I & S	.108350	13.79	.00	26.24	.00	40.03	.00	.00	.00	40.03
	TOTAL	.642310	81.73	.00	155.55	.00	237.28	35.59	.00	.00	272.87
1998	M & O	.505610	5.06	.00	10.55	.00	15.61	2.77	.00	.00	18.38
	I & S	.124390	1.24	.00	2.59	.00	3.83	.00	.00	.00	3.83
	TOTAL	.630000	6.30	.00	13.14	.00	19.44	2.77	.00	.00	22.21
1997	M & O	.524810	8.61	.00	19.63	.00	28.24	.66	.00	.00	28.90
	I & S	.075190	1.24	.00	2.81	.00	4.05	.00	.00	.00	4.05
	TOTAL	.600000	9.85	.00	22.44	.00	32.29	.66	.00	.00	32.95
1996	M & O	.516090	71.40	.00	170.55	.00	241.95	23.66	.00	.00	265.61
	I & S	.083910	11.61	.00	27.73	.00	39.34	.00	.00	.00	39.34
	TOTAL	.600000	83.01	.00	198.28	.00	281.29	23.66	.00	.00	304.95
1995	M & O	.510030	71.26	.00	178.18	.00	249.44	44.02	.00	.00	293.46
	I & S	.089970	12.58	.00	31.43	.00	44.01	.00	.00	.00	44.01
	TOTAL	.600000	83.84	.00	209.61	.00	293.45	44.02	.00	.00	337.47
1994	M & O	.471740	67.81	.00	177.67	.00	245.48	44.50	.00	.00	289.98
	I & S	.098260	14.13	.00	37.01	.00	51.14	.00	.00	.00	51.14
	TOTAL	.570000	81.94	.00	214.68	.00	296.62	44.50	.00	.00	341.12
1993	M & O	.465440	75.43	.00	206.67	.00	282.10	51.82	.00	.00	333.92
	I & S	.104560	16.94	.00	46.43	.00	63.37	.00	.00	.00	63.37
	TOTAL	.570000	92.37	.00	253.10	.00	345.47	51.82	.00	.00	397.29
1992	M & O	.447640	62.70	.00	179.33	.00	242.03	45.42	.00	.00	287.45
	I & S	.112360	15.74	.00	45.01	.00	60.75	.00	.00	.00	60.75
	TOTAL	.560000	78.44	.00	224.34	.00	302.78	45.42	.00	.00	348.20
1991	M & O	.454340	76.48	.00	228.14	.00	304.62	55.11	.00	.00	359.73
	I & S	.095660	15.76	.00	47.00	.00	62.76	.00	.00	.00	62.76
	TOTAL	.560000	92.24	.00	275.14	.00	367.38	55.11	.00	.00	422.49

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.473940	84.63	.00	262.71	.00	347.34	62.66	.00	.00	410.00
	I & S	.096060	17.15	.00	53.24	.00	79.39	.00	.00	.00	79.39
	TOTAL	.570000	101.78	.00	315.95	.00	417.73	62.66	.00	.00	489.39
1989	M & O	.556640	73.98	.00	109.41	.00	143.39	25.89	.00	.00	169.28
	I & S	.113360	6.92	.00	22.28	.00	29.20	.00	.00	.00	29.20
	TOTAL	.670000	40.90	.00	131.69	.00	172.59	25.89	.00	.00	198.48
1988	M & O	.575520	34.73	.00	116.00	.00	150.73	26.32	.00	.00	177.05
	I & S	.094480	5.70	.00	19.04	.00	24.74	.00	.00	.00	24.74
	TOTAL	.670000	40.43	.00	135.04	.00	175.47	26.32	.00	.00	201.79
ALL	M & O		6,339,995.72	.00	21,509.99	107,231.34-	6,254,274.28	11,784.79	.00	.00	6,373,290.41
ALL	I & S		783,318.79	.00	2,934.11	13,244.95-	773,007.95	.00	.00	.00	786,252.90
ALL	TOTAL		7,123,314.51	.00	24,444.01	120,476.29-	7,027,282.23	11,784.79	.00	.00	7,159,543.31
DLQ	M & O		86,941.32	.00	21,509.99	9.65-	108,441.57	11,784.79	.00	.00	120,236.01
DLQ	I & S		10,951.78	.00	2,934.11	1.14-	13,884.75	.00	.00	.00	13,885.89
DLQ	TOTAL		97,893.10	.00	24,444.01	10.79-	122,326.32	11,784.79	.00	.00	134,121.90
CURR	M & O		6,253,054.40	.00	.00	107,221.69-	6,145,832.71	.00	.00	.00	6,253,054.40
CURR	I & S		772,367.01	.00	.00	13,243.81-	759,123.20	.00	.00	.00	772,367.01
CURR	TOTAL		7,025,421.41	.00	.00	120,465.50-	6,904,955.91	.00	.00	.00	7,025,421.41

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 01/01/2016 TO 01/31/2016

FISCAL START: 10/01/2015 END: 09/30/2016 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	11,413,148	2,582,729,969	00.654000	16,756,775.03	20,414

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	35,888.45	75,177.73	7,025,421.41	13,470,912.01	3,285,863.02	80.39	0.00
2014	740,132.97	2,482.48-	11,865.65-	34,644.36	138,285.09	589,983.23	18.99	0.00
2013	340,309.10	1,756.40-	2,692.05-	6,965.83	37,717.27	300,899.76	11.14	0.00
2012	241,776.27	.00	499.55-	4,013.20	17,523.25	223,753.47	7.26	0.00
2011	183,470.27	.00	0.00	1,767.78	10,945.56	172,524.71	5.97	0.00
2010	141,374.42	.00	0.00	1,022.77	4,906.80	136,467.62	3.47	0.00
2009	122,800.87	.00	0.00	841.82	4,175.81	118,625.06	3.40	0.00
2008	97,147.35	.00	0.00	867.28	3,417.64	93,729.71	3.52	0.00
2007	80,050.87	.00	0.00	717.26	2,580.15	77,470.72	3.22	0.00
2006	74,398.44	.00	0.00	1,169.67	2,237.46	72,160.98	3.01	0.00
2005	67,079.71	.00	0.00	1,061.18	2,616.73	64,462.98	3.90	0.00
2004	65,366.61	.00	0.00	505.34	1,424.41	63,942.20	2.18	0.00
2003	50,964.71	.00	0.00	409.83	1,338.44	49,626.27	2.63	0.00
2002	43,061.92	.00	0.00	339.07	1,359.98	41,721.94	3.13	0.00
2001	33,091.78	.00	0.00	317.76	1,239.88	31,851.90	3.75	0.00
2000	29,691.42	.00	0.00	81.73	779.63	28,911.79	2.63	0.00
1999	23,517.16	.00	0.00	0.00	566.42	22,950.74	2.41	0.00
1998	18,627.22	.00	0.00	6.30	559.27	18,067.95	3.00	0.00
1997	17,484.48	.00	0.00	9.85	570.39	16,914.09	3.26	0.00
1996	15,713.97	.00	0.00	83.01	675.12	15,038.85	4.30	0.00
1995	12,526.40	.00	0.00	83.84	771.88	11,754.52	6.16	0.00
1994	42,850.78	.00	0.00	528.10	1,588.77	41,262.01	3.71	0.00
****	19,124,035.02	31,649.57	60,120.48	7,080,857.39	13,706,171.96	5,477,983.54		0.00

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 01/01/2016 TO 01/31/2016

AG ROLLBACK ONLY

FISCAL START: 10/01/2015 END: 09/30/2016 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.680000	1,865.03	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	0.00	.00	1,865.03	0.00	1,865.03	0.00		0.00
2013	0.00	.00	11,168.43	9,710.14	11,161.45	6.98	99.94	0.00
2012	0.00	.00	11,857.54	10,315.81	11,857.54	0.00		0.00
2011	0.00	.00	12,949.51	10,916.72	12,549.51	0.00		0.00
2010	0.00	.00	13,236.88	11,514.45	13,236.88	0.00		0.00
****	0.00	.00	50,677.39	42,457.12	50,670.41	6.98		0.00

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 01/01/2016 TO 01/31/2016

FISCAL START: 10/01/2015 END: 09/30/2016 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316.821	11,413,148	2,582,729,969	00.654000	16,756,775.03	30,414

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	35,888.45	75,177.73	7,025,421.41	13,470,912.01	3,285,853.02	80.39	0.00
2014	740,133.97	2,482.48-	10,000.62-	34,644.36	140,150.12	589,983.23	19.20	0.00
2013	341,309.10	1,756.40-	8,476.38	16,675.97	48,878.72	300,906.76	13.97	0.00
2012	241,776.27	.00	11,357.99	14,329.01	29,380.79	223,753.47	11.61	0.00
2011	183,470.27	.00	12,549.51	12,684.50	23,495.07	172,524.71	11.99	0.00
2010	141,374.42	.00	13,236.88	12,537.22	18,143.68	136,467.62	11.74	0.00
2009	122,800.87	.00	0.00	841.82	4,175.81	118,625.06	3.40	0.00
2008	97,147.35	.00	0.00	867.28	3,417.64	93,729.71	3.52	0.00
2007	80,050.87	.00	0.00	717.26	2,580.15	77,470.72	3.22	0.00
2006	74,398.44	.00	0.00	1,169.67	2,237.46	72,160.98	3.01	0.00
2005	67,079.71	.00	0.00	1,061.18	2,616.73	64,462.98	3.90	0.00
2004	65,366.61	.00	0.00	505.34	1,424.41	63,943.20	2.18	0.00
2003	50,964.71	.00	0.00	409.83	1,338.44	49,626.27	2.63	0.00
2002	43,061.92	.00	0.00	339.07	1,339.98	41,721.94	3.11	0.00
2001	33,091.78	.00	0.00	317.76	1,239.88	31,851.90	3.75	0.00
2000	29,691.42	.00	0.00	81.73	779.63	28,911.79	2.63	0.00
1999	23,517.16	.00	0.00	0.00	566.42	22,950.74	2.41	0.00
1998	18,627.22	.00	0.00	6.30	559.27	18,067.95	3.00	0.00
1997	17,484.48	.00	0.00	9.85	570.39	16,914.09	3.26	0.00
1996	15,713.97	.00	0.00	83.01	675.12	15,038.85	4.30	0.00
1995	12,526.40	.00	0.00	83.84	771.88	11,754.52	6.16	0.00
1994	42,850.78	.00	0.00	528.10	1,588.77	41,262.01	3.71	0.00
****	19,124,035.02	31,649.57	110,797.87	7,123,314.51	13,756,842.37	5,477,990.52		0.00

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 01/01/2016 TO 01/31/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	11,413,148	2,582,729,969	0.654000	16,756,775.03	20,414

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,651,597.30	35,888.45	75,177.73	7,025,421.41	13,470,912.01	3,285,863.02	80.39	0.00
	ADJUSTMENT REFUNDS	2,255.40-	2,619.96-					
2014	740,133.97	2,482.48-	11,865.65-	34,644.36	158,285.09	589,983.23	18.99	0.00
	ADJUSTMENT REFUNDS	1,385.21-	9,251.49-					
2013	341,309.10	1,756.40-	2,692.05-	6,965.83	37,717.27	300,899.78	11.14	0.00
	ADJUSTMENT REFUNDS	1,756.40-	2,353.45-					
2012	241,776.27	.00	499.55-	4,013.20	17,523.25	223,753.47	7.26	0.00
	ADJUSTMENT REFUNDS	.00	76.92-					
2011	183,470.27	.00	0.00	1,767.78	10,945.56	172,524.71	9.97	0.00
2010	141,374.42	.00	0.00	1,022.77	4,906.80	136,467.62	3.47	0.00
2009	122,800.87	.00	0.00	841.82	4,175.61	118,625.06	3.40	0.00
2008	97,147.35	.00	0.00	867.28	3,417.64	93,729.71	3.52	0.00
2007	80,050.87	.00	0.00	717.26	2,580.15	77,470.72	3.22	0.00
2006	74,398.44	.00	0.00	1,169.67	2,237.46	72,160.98	3.01	0.00
2005	67,079.71	.00	0.00	1,061.18	2,616.73	64,462.98	3.90	0.00
2004	65,366.61	.00	0.00	505.34	1,424.41	63,942.20	2.18	0.00
2003	50,964.71	.00	0.00	409.83	1,338.44	49,626.27	2.63	0.00
2002	43,061.92	.00	0.00	339.07	1,339.98	41,721.94	3.11	0.00
2001	33,091.78	.00	0.00	317.76	1,239.88	31,851.90	3.75	0.00
2000	29,691.42	.00	0.00	81.73	779.63	28,911.79	2.63	0.00
1999	23,517.16	.00	0.00	0.00	566.42	22,950.74	2.41	0.00
1998	18,627.22	.00	0.00	6.30	559.27	18,067.95	3.00	0.00
1997	17,484.48	.00	0.00	9.85	570.39	16,914.09	3.26	0.00
1996	15,713.97	.00	0.00	83.01	675.12	15,038.85	4.30	0.00
1995	12,526.40	.00	0.00	83.84	771.88	11,754.52	6.16	0.00
1994	12,850.78	.00	0.00	529.10	1,588.77	41,262.01	3.71	0.00
****	19,124,035.02	31,649.57	60,120.48	7,080,857.39	13,706,171.96	5,477,983.54		0.00
	ADJUSTMENT REFUNDS	5,397.01-	14,295.82-					

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 01/01/2016 TO 01/31/2016

JURISDICTION: 6033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.680000	1,865.03	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	0.00	.00	1,865.03	0.00	1,865.03	0.00		0.00
	ADJUSTMENT REFUNDS	1,385.21-	9,251.49-					
2013	0.00	.00	11,168.43	9,710.14	11,161.45	6.98	99.94	0.00
	ADJUSTMENT REFUNDS	1,756.40-	2,353.45-					
2012	0.00	.00	11,857.54	10,315.81	11,857.54	0.00		0.00
	ADJUSTMENT REFUNDS	.00	70.92-					
2011	0.00	.00	12,549.51	10,916.72	12,549.51	0.00		0.00
2010	0.00	.00	13,236.88	11,514.45	13,236.88	0.00		0.00
****	0.00	.00	50,677.39	42,457.12	50,670.41	6.98		0.00
	ADJUSTMENT REFUNDS	3,141.61-	11,675.86-					

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 01/01/2016 TO 01/31/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	11,413,148	2,582,729,969	0.654000	16,756,775.03	20,414

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	35,888.45	75,177.73	7,025,421.41	13,470,912.01	3,285,863.02	80.39	0.00
	ADJUSTMENT REFUNDS	2,255.40-	2,619.96-					
2014	740,133.97	2,482.48-	10,000.62-	34,644.36	140,150.12	569,983.23	19.20	0.00
	ADJUSTMENT REFUNDS	1,385.21-	9,251.49-					
2013	341,309.10	1,756.40-	8,476.38	16,675.97	48,878.72	300,906.76	13.97	0.00
	ADJUSTMENT REFUNDS	1,756.40-	2,353.45-					
2012	241,776.27	.00	11,357.99	14,329.01	29,360.79	223,753.47	11.61	0.00
	ADJUSTMENT REFUNDS	.00	76.92-					
2011	183,470.27	.00	12,549.51	12,684.50	23,495.07	172,524.71	11.99	0.00
2010	141,374.42	.00	13,236.89	12,537.22	18,143.68	136,467.62	11.74	0.00
2009	122,800.87	.00	0.00	841.82	4,175.81	118,625.06	3.40	0.00
2008	97,147.35	.00	0.00	867.28	3,417.64	93,729.71	3.52	0.00
2007	80,050.87	.00	0.00	717.26	2,580.15	77,470.72	3.22	0.00
2006	74,398.44	.00	0.00	1,169.67	2,237.46	72,160.98	3.01	0.00
2005	67,079.71	.00	0.00	1,061.18	2,616.73	64,462.98	3.90	0.00
2004	65,366.61	.00	0.00	505.34	1,424.41	63,942.20	2.18	0.00
2003	50,964.71	.00	0.00	409.83	1,338.44	49,626.27	2.63	0.00
2002	43,061.92	.00	0.00	339.07	1,339.98	41,721.94	3.11	0.00
2001	33,091.78	.00	0.00	317.76	1,239.88	31,851.90	3.75	0.00
2000	29,691.42	.00	0.00	81.73	779.63	28,911.79	2.63	0.00
1999	23,517.16	.00	0.00	0.00	566.42	22,950.74	2.41	0.00
1998	16,627.22	.00	0.00	6.30	559.27	18,067.95	3.00	0.00
1997	17,484.48	.00	0.00	9.85	570.39	16,914.09	3.26	0.00
1996	15,713.97	.00	0.00	83.01	675.12	15,038.85	4.30	0.00
1995	12,526.40	.00	0.00	83.84	771.88	11,754.52	6.16	0.00
1994	42,850.78	.00	0.00	528.10	1,588.77	41,262.01	3.71	0.00
****	19,124,035.02	31,649.57	110,797.87	7,123,314.51	13,756,842.37	5,477,990.52		0.00
	ADJUSTMENT REFUNDS	5,397.61-	14,295.82-					

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.582100	11,989,934.54	.00	.00	323,793.66-	11,666,140.88	.00	.00	.00	11,989,934.54
	I & S	.071900	1,480,977.47	.00	.00	39,994.41-	1,440,983.06	.00	.00	.00	1,480,977.47
	TOTAL	.654000	13,470,912.01	.00	.00	363,788.07-	13,107,123.94	.00	.00	.00	13,470,912.01
2014	M & O	.608100	123,663.43	.00	28,322.83	789.94-	151,196.32	25,200.58	.00	.00	177,186.84
	I & S	.071900	14,621.66	.00	3,348.84	93.40-	17,877.10	.00	.00	.00	17,970.50
	TOTAL	.680000	138,285.09	.00	31,671.67	883.34-	169,073.42	25,200.58	.00	.00	195,157.34
2013	M & O	.605000	33,557.31	.00	9,531.59	736.53-	42,352.37	6,882.32	.00	.00	49,971.22
	I & S	.075000	4,159.96	.00	1,181.69	91.30-	5,250.35	.00	.00	.00	5,341.65
	TOTAL	.680000	37,717.27	.00	10,713.28	827.83-	47,602.72	6,882.32	.00	.00	55,312.87
2012	M & O	.602600	15,528.70	.00	6,998.52	.00	22,527.22	3,574.26	.00	.00	26,101.48
	I & S	.077400	1,994.55	.00	698.82	.00	2,893.37	.00	.00	.00	2,893.37
	TOTAL	.680000	17,523.25	.00	7,697.34	.00	25,420.59	3,574.26	.00	.00	28,994.85
2011	M & O	.602100	9,691.65	.00	5,307.52	.00	14,999.17	2,257.09	.00	.00	17,256.26
	I & S	.077900	1,253.91	.00	686.68	.00	1,940.59	.00	.00	.00	1,940.59
	TOTAL	.680000	10,945.56	.00	5,994.20	.00	16,939.76	2,257.09	.00	.00	19,196.85
2010	M & O	.601800	4,342.52	.00	2,803.74	.00	7,146.26	1,023.24	.00	.00	8,169.50
	I & S	.078200	564.28	.00	364.37	.00	928.65	.00	.00	.00	928.65
	TOTAL	.680000	4,906.80	.00	3,168.11	.00	8,074.91	1,023.24	.00	.00	9,098.15
2009	M & O	.601800	3,695.57	.00	2,858.58	.00	6,554.15	995.20	.00	.00	7,549.35
	I & S	.078200	480.24	.00	371.46	.00	851.70	.00	.00	.00	851.70
	TOTAL	.680000	4,175.81	.00	3,230.04	.00	7,405.85	995.20	.00	.00	8,401.05
2008	M & O	.602940	3,022.11	.00	2,509.01	.00	5,531.12	699.27	.00	.00	6,230.39
	I & S	.078910	395.53	.00	328.33	.00	723.86	.00	.00	.00	723.86
	TOTAL	.681850	3,417.64	.00	2,837.34	.00	6,254.98	699.27	.00	.00	6,954.25
2007	M & O	.596130	2,251.59	.00	2,148.75	.00	4,400.34	605.47	.00	.00	5,005.81
	I & S	.086990	328.56	.00	313.57	.00	642.13	.00	.00	.00	642.13
	TOTAL	.683120	2,580.15	.00	2,462.32	.00	5,042.47	605.47	.00	.00	5,647.94
2006	M & O	.593130	1,942.70	.00	2,091.09	.00	4,033.79	566.13	.00	.00	4,599.92
	I & S	.089990	294.76	.00	317.24	.00	612.00	.00	.00	.00	612.00
	TOTAL	.683120	2,237.46	.00	2,408.33	.00	4,645.79	566.13	.00	.00	5,211.92
2005	M & O	.593130	2,272.01	.00	2,691.35	.00	4,963.36	685.27	.00	.00	5,648.63
	I & S	.089990	344.72	.00	408.36	.00	753.08	.00	.00	.00	753.08
	TOTAL	.683120	2,616.73	.00	3,099.71	.00	5,716.44	685.27	.00	.00	6,401.71
2004	M & O	.601650	1,254.53	.00	1,571.49	.00	2,826.02	324.76	.00	.00	3,150.78
	I & S	.081470	169.88	.00	212.80	.00	382.68	.00	.00	.00	382.68
	TOTAL	.683120	1,424.41	.00	1,784.29	.00	3,208.70	324.76	.00	.00	3,533.46

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.596220	1,168.18	.00	1,617.99	.00	2,786.17	304.96	.00	.00	3,091.13
	I & S	.086900	170.26	.00	235.82	.00	406.08	.00	.00	.00	406.08
	TOTAL	.683120	1,338.44	.00	1,853.81	.00	3,192.25	304.96	.00	.00	3,497.21
2002	M & O	.599210	1,146.21	.00	1,633.65	.00	2,779.86	245.30	.00	.00	3,025.16
	I & S	.099790	193.77	.00	276.23	.00	470.00	.00	.00	.00	470.00
	TOTAL	.699000	1,339.98	.00	1,909.88	.00	3,249.86	245.30	.00	.00	3,495.16
2001	M & O	.564720	1,057.20	.00	1,646.94	.00	2,704.14	284.70	.00	.00	2,988.84
	I & S	.097590	182.68	.00	284.61	.00	467.29	.00	.00	.00	467.29
	TOTAL	.662310	1,239.88	.00	1,931.55	.00	3,171.43	284.70	.00	.00	3,456.13
2000	M & O	.533960	648.09	.00	1,103.40	.00	1,751.49	189.72	.00	.00	1,941.21
	I & S	.109350	131.54	.00	223.88	.00	355.42	.00	.00	.00	355.42
	TOTAL	.642310	779.63	.00	1,327.28	.00	2,106.91	189.72	.00	.00	2,296.63
1999	M & O	.529360	466.81	.00	826.90	.00	1,293.71	109.16	.00	.00	1,402.87
	I & S	.112950	99.61	.00	176.45	.00	276.06	.00	.00	.00	276.06
	TOTAL	.642310	566.42	.00	1,003.35	.00	1,569.77	109.16	.00	.00	1,678.93
1998	M & O	.505610	448.85	.00	845.38	.00	1,294.23	112.23	.00	.00	1,406.46
	I & S	.124390	110.42	.00	207.98	.00	318.40	.00	.00	.00	318.40
	TOTAL	.630000	559.27	.00	1,053.36	.00	1,612.63	112.23	.00	.00	1,724.86
1997	M & O	.524810	498.90	.00	990.10	.00	1,489.00	109.38	.00	.00	1,598.38
	I & S	.075190	71.49	.00	141.85	.00	213.34	.00	.00	.00	213.34
	TOTAL	.600000	570.39	.00	1,131.95	.00	1,702.34	109.38	.00	.00	1,811.72
1996	M & O	.516090	580.71	.00	1,245.99	.00	1,826.70	118.51	.00	.00	1,945.21
	I & S	.082910	94.41	.00	202.58	.00	296.99	.00	.00	.00	296.99
	TOTAL	.600000	675.12	.00	1,448.57	.00	2,123.69	118.51	.00	.00	2,242.20
1995	M & O	.510020	656.13	.00	1,486.96	.00	2,143.09	207.98	.00	.00	2,351.07
	I & S	.089970	115.75	.00	262.31	.00	378.06	.00	.00	.00	378.06
	TOTAL	.600000	771.88	.00	1,749.27	.00	2,521.15	207.98	.00	.00	2,729.13
1994	M & O	.471740	247.98	.00	649.96	.00	897.94	54.25	.00	.00	952.19
	I & S	.098260	51.66	.00	135.39	.00	187.05	.00	.00	.00	187.05
	TOTAL	.570000	299.64	.00	785.35	.00	1,084.99	54.25	.00	.00	1,139.24
1993	M & O	.465440	260.57	.00	690.37	.00	950.94	80.71	.00	.00	1,031.65
	I & S	.104560	58.53	.00	155.09	.00	213.62	.00	.00	.00	213.62
	TOTAL	.570000	319.10	.00	845.46	.00	1,164.56	80.71	.00	.00	1,245.27
1992	M & O	.447640	158.75	.00	454.04	.00	612.79	45.42	.00	.00	658.21
	I & S	.112360	39.85	.00	113.96	.00	153.81	.00	.00	.00	153.81
	TOTAL	.560000	198.60	.00	568.00	.00	766.60	45.42	.00	.00	812.02

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1991	M & O	.464340	177.48	.00	526.85	.00	704.33	62.94	.00	.00	767.27
	I & S	.095660	36.56	.00	108.53	.00	145.09	.00	.00	.00	145.09
	TOTAL	.560000	214.04	.00	635.38	.00	849.42	62.94	.00	.00	912.36
1990	M & O	.473940	84.63	.00	262.71	.00	347.34	62.66	.00	.00	410.00
	I & S	.096060	17.15	.00	53.24	.00	70.39	.00	.00	.00	70.39
	TOTAL	.570000	101.78	.00	315.95	.00	417.73	62.66	.00	.00	480.39
1989	M & O	.556640	137.63	.00	443.17	.00	580.80	25.89	.00	.00	606.69
	I & S	.113360	28.03	.00	90.25	.00	118.28	.00	.00	.00	118.28
	TOTAL	.670000	165.66	.00	533.42	.00	699.08	25.89	.00	.00	724.97
1988	M & O	.575520	141.90	.00	473.94	.00	615.84	26.32	.00	.00	642.16
	I & S	.094480	23.29	.00	77.80	.00	101.09	.00	.00	.00	101.09
	TOTAL	.670000	165.19	.00	551.74	.00	716.93	26.32	.00	.00	743.25
1987	M & O	.558280	103.96	.00	359.69	.00	463.65	.00	.00	.00	463.65
	I & S	.111720	20.80	.00	71.98	.00	92.78	.00	.00	.00	92.78
	TOTAL	.670000	124.76	.00	431.67	.00	556.43	.00	.00	.00	556.43
ALL	M & O		12,199,140.64	.00	82,092.51	325,320.13-	11,955,913.02	44,853.72	.00	.00	12,326,086.87
ALL	I & S		1,507,031.32	.00	11,250.11	40,179.11-	1,478,102.32	.00	.00	.00	1,518,281.43
ALL	TOTAL		13,706,171.96	.00	93,342.62	365,499.24-	13,434,015.34	44,853.72	.00	.00	13,844,368.30
DLQ	M & O		209,206.10	.00	82,092.51	1,526.47-	289,772.14	44,853.72	.00	.00	336,152.33
DLQ	I & S		26,053.85	.00	11,250.11	184.76-	37,119.26	.00	.00	.00	37,303.96
DLQ	TOTAL		235,259.95	.00	93,342.62	1,711.17-	326,891.40	44,853.72	.00	.00	373,456.29
CURR	M & O		11,989,934.54	.00	.00	323,793.66-	11,666,140.88	.00	.00	.00	11,989,934.54
CURR	I & S		1,480,977.47	.00	.00	39,994.41-	1,440,983.06	.00	.00	.00	1,480,977.47
CURR	TOTAL		13,470,912.01	.00	.00	363,788.07-	13,107,123.94	.00	.00	.00	13,470,912.01



YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.582100	11,989,934.54	.00	.00	323,793.66-	11,666,140.88	.00	.00	.00	11,989,934.54
	I & S	.071900	1,480,977.47	.00	.00	39,994.41-	1,440,983.06	.00	.00	.00	1,480,977.47
	TOTAL	.654000	13,470,912.01	.00	.00	363,788.07-	13,107,123.94	.00	.00	.00	13,470,912.01
2014	M & O	.608100	125,331.26	.00	28,322.83	789.94-	152,864.15	25,200.58	.00	.00	178,854.67
	I & S	.071900	14,818.86	.00	3,348.84	93.40-	18,074.30	.00	.00	.00	18,167.70
	TOTAL	.680000	140,150.12	.00	31,671.67	883.34-	170,938.45	25,200.58	.00	.00	197,022.37
2013	M & O	.695000	43,487.72	.00	9,531.59	736.53-	52,282.78	6,882.32	.00	.00	59,901.63
	I & S	.075000	5,391.00	.00	1,181.69	91.30-	6,481.39	.00	.00	.00	6,572.69
	TOTAL	.680000	48,878.72	.00	10,713.28	827.83-	58,764.17	6,882.32	.00	.00	66,474.32
2012	M & O	.602600	26,036.57	.00	6,998.52	.00	33,035.09	3,574.26	.00	.00	36,603.35
	I & S	.077400	3,344.22	.00	898.62	.00	4,243.04	.00	.00	.00	4,243.04
	TOTAL	.680000	29,380.79	.00	7,897.14	.00	37,278.13	3,574.26	.00	.00	40,852.39
2011	M & O	.602100	20,803.50	.00	5,307.52	.00	26,111.02	2,257.09	.00	.00	28,368.11
	I & S	.077900	2,691.57	.00	686.68	.00	3,378.25	.00	.00	.00	3,378.25
	TOTAL	.680000	23,495.07	.00	5,994.20	.00	29,489.27	2,257.09	.00	.00	31,746.36
2010	M & O	.601800	16,057.16	.00	2,803.74	.00	18,860.90	1,023.24	.00	.00	19,884.14
	I & S	.078200	2,086.52	.00	364.37	.00	2,450.89	.00	.00	.00	2,450.89
	TOTAL	.680000	18,143.68	.00	3,168.11	.00	21,311.79	1,023.24	.00	.00	22,335.03
2009	M & O	.601800	3,695.57	.00	2,858.58	.00	6,554.15	995.20	.00	.00	7,549.35
	I & S	.078200	480.24	.00	371.46	.00	851.70	.00	.00	.00	851.70
	TOTAL	.680000	4,175.81	.00	3,230.04	.00	7,405.85	995.20	.00	.00	8,401.05
2008	M & O	.602940	3,022.11	.00	2,509.01	.00	5,531.12	699.27	.00	.00	6,230.39
	I & S	.078910	395.53	.00	328.33	.00	723.86	.00	.00	.00	723.86
	TOTAL	.681850	3,417.64	.00	2,837.34	.00	6,254.98	699.27	.00	.00	6,954.25
2007	M & O	.596130	2,251.59	.00	2,148.75	.00	4,400.34	605.47	.00	.00	5,005.81
	I & S	.086990	328.56	.00	313.57	.00	642.13	.00	.00	.00	642.13
	TOTAL	.683120	2,580.15	.00	2,462.32	.00	5,042.47	605.47	.00	.00	5,647.94
2006	M & O	.593130	1,942.70	.00	2,091.09	.00	4,033.79	566.13	.00	.00	4,599.92
	I & S	.089990	294.76	.00	317.24	.00	612.00	.00	.00	.00	612.00
	TOTAL	.683120	2,237.46	.00	2,408.33	.00	4,645.79	566.13	.00	.00	5,211.92
2005	M & O	.593130	2,272.01	.00	2,691.35	.00	4,963.36	685.27	.00	.00	5,648.63
	I & S	.089990	344.72	.00	408.36	.00	753.08	.00	.00	.00	753.08
	TOTAL	.683120	2,616.73	.00	3,099.71	.00	5,716.44	685.27	.00	.00	6,401.71
2004	M & O	.601650	1,254.53	.00	1,571.49	.00	2,826.02	324.76	.00	.00	3,150.78
	I & S	.081470	169.86	.00	212.80	.00	382.68	.00	.00	.00	382.68
	TOTAL	.683120	1,424.41	.00	1,784.29	.00	3,208.70	324.76	.00	.00	3,533.46

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.596220	1,168.18	.00	1,617.99	.00	2,786.17	304.96	.00	.00	3,091.13
	I & S	.086900	170.26	.00	235.82	.00	406.08	.00	.00	.00	406.08
	TOTAL	.683120	1,338.44	.00	1,853.81	.00	3,192.25	304.96	.00	.00	3,497.21
2002	M & O	.590210	1,346.21	.00	1,593.65	.00	2,779.86	245.30	.00	.00	3,025.16
	I & S	.099790	193.77	.00	276.23	.00	470.00	.00	.00	.00	470.00
	TOTAL	.690000	1,339.98	.00	1,909.88	.00	3,249.86	245.30	.00	.00	3,495.16
2001	M & O	.564720	1,057.20	.00	1,646.94	.00	2,704.14	284.70	.00	.00	2,988.84
	I & S	.097590	182.68	.00	284.61	.00	467.29	.00	.00	.00	467.29
	TOTAL	.662310	1,239.88	.00	1,931.55	.00	3,171.43	284.70	.00	.00	3,456.13
2000	M & O	.533960	648.09	.00	1,103.40	.00	1,751.49	189.72	.00	.00	1,941.21
	I & S	.108350	131.54	.00	222.88	.00	355.42	.00	.00	.00	355.42
	TOTAL	.642310	779.63	.00	1,327.28	.00	2,106.91	189.72	.00	.00	2,296.63
1999	M & O	.529360	466.81	.00	826.90	.00	1,293.71	109.16	.00	.00	1,402.87
	I & S	.112950	99.61	.00	176.45	.00	276.06	.00	.00	.00	276.06
	TOTAL	.642310	566.42	.00	1,003.35	.00	1,569.77	109.16	.00	.00	1,678.93
1998	M & O	.505610	448.85	.00	845.38	.00	1,294.23	112.23	.00	.00	1,406.46
	I & S	.124390	110.42	.00	207.98	.00	318.40	.00	.00	.00	318.40
	TOTAL	.630000	559.27	.00	1,053.36	.00	1,612.63	112.23	.00	.00	1,724.86
1997	M & O	.524810	498.90	.00	990.10	.00	1,489.00	109.38	.00	.00	1,598.38
	I & S	.075190	71.49	.00	141.85	.00	213.34	.00	.00	.00	213.34
	TOTAL	.600000	570.39	.00	1,131.95	.00	1,702.34	109.38	.00	.00	1,811.72
1996	M & O	.516090	580.71	.00	1,245.94	.00	1,826.70	118.51	.00	.00	1,945.21
	I & S	.083910	94.41	.00	202.58	.00	296.99	.00	.00	.00	296.99
	TOTAL	.600000	675.12	.00	1,448.52	.00	2,123.69	118.51	.00	.00	2,242.20
1995	M & O	.510030	656.13	.00	1,486.96	.00	2,143.09	207.98	.00	.00	2,351.07
	I & S	.089970	115.75	.00	262.31	.00	378.06	.00	.00	.00	378.06
	TOTAL	.600000	771.88	.00	1,749.27	.00	2,521.15	207.98	.00	.00	2,729.13
1994	M & O	.471740	247.98	.00	649.96	.00	897.94	54.25	.00	.00	952.19
	I & S	.098260	51.66	.00	135.39	.00	187.05	.00	.00	.00	187.05
	TOTAL	.570000	299.64	.00	785.35	.00	1,084.99	54.25	.00	.00	1,139.24
1993	M & O	.465440	260.57	.00	690.37	.00	950.94	80.71	.00	.00	1,031.65
	I & S	.104560	58.53	.00	155.09	.00	213.62	.00	.00	.00	213.62
	TOTAL	.570000	319.10	.00	845.46	.00	1,164.56	80.71	.00	.00	1,245.27
1992	M & O	.447640	158.75	.00	454.04	.00	612.79	45.42	.00	.00	658.21
	I & S	.112360	39.85	.00	112.96	.00	153.81	.00	.00	.00	153.81
	TOTAL	.560000	198.60	.00	566.00	.00	766.60	45.42	.00	.00	812.02

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1991	M & O	.464340	177.48	.00	526.85	.00	704.33	62.94	.00	.00	767.27
	I & S	.095660	36.56	.00	198.53	.00	145.09	.00	.00	.00	145.09
	TOTAL	.560000	214.04	.00	635.38	.00	849.42	62.94	.00	.00	912.36
1990	M & O	.473940	84.63	.00	262.71	.00	347.34	62.66	.00	.00	410.00
	I & S	.096060	17.15	.00	53.24	.00	70.39	.00	.00	.00	70.39
	TOTAL	.570000	101.78	.00	315.95	.00	417.73	62.66	.00	.00	480.39
1989	M & O	.556640	137.63	.00	443.17	.00	580.80	25.89	.00	.00	606.69
	I & S	.113360	28.03	.00	90.25	.00	118.28	.00	.00	.00	118.28
	TOTAL	.670000	165.66	.00	533.42	.00	699.08	25.89	.00	.00	724.97
1988	M & O	.575520	141.90	.00	473.94	.00	615.84	26.32	.00	.00	642.16
	I & S	.094480	23.29	.00	77.80	.00	101.09	.00	.00	.00	101.09
	TOTAL	.670000	165.19	.00	551.74	.00	716.93	26.32	.00	.00	743.25
1987	M & O	.558280	103.96	.00	359.69	.00	463.65	.00	.00	.00	463.65
	I & S	.111720	20.80	.00	71.98	.00	92.78	.00	.00	.00	92.78
	TOTAL	.670000	124.76	.00	431.67	.00	556.43	.00	.00	.00	556.43
ALL	M & O		12,244,073.24	.00	82,092.51	325,320.13	12,000,845.62	44,853.72	.00	.00	12,371,019.47
ALL	I & S		1,512,769.13	.00	11,250.11	40,179.11	1,483,840.13	.00	.00	.00	1,524,019.24
ALL	TOTAL		13,756,842.37	.00	93,342.62	365,499.24	13,484,685.75	44,853.72	.00	.00	13,895,038.71
DLQ	M & O		254,138.70	.00	82,092.51	1,526.47	334,704.74	44,853.72	.00	.00	381,084.93
DLQ	I & S		31,791.66	.00	11,250.11	184.70	42,857.07	.00	.00	.00	43,041.77
DLQ	TOTAL		285,930.36	.00	93,342.62	1,711.17	377,561.81	44,853.72	.00	.00	424,126.70
CURR	M & O		11,989,934.54	.00	.00	323,793.66	11,666,140.88	.00	.00	.00	11,989,934.54
CURR	I & S		1,480,977.47	.00	.00	39,994.41	1,440,983.06	.00	.00	.00	1,480,977.47
CURR	TOTAL		13,470,912.01	.00	.00	363,788.07	13,107,123.94	.00	.00	.00	13,470,912.01

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 JURISDICTION SUMMARY  
 FROM: 01/01/2016 THRU 01/31/2016  
 JURISDICTION: ALL

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			9,276.81	844.19	0.00	0.00	0.00	42.23	9,234.58
BY COUNTY 108			9,276.81	844.19	0.00	0.00	0.00	42.23	9,234.58
DELO FOR 0029 CITY OF HIDALGO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0029 CITY OF HIDALGO			9,276.81	844.19	0.00	0.00	0.00	42.23	9,234.58
BY COUNTY 108			9,276.81	844.19	0.00	0.00	0.00	42.23	9,234.58
CURR FOR 0032 CITY OF MISSION			35,841.30	3,293.20	0.00	0.00	0.00	164.66	35,676.64
BY COUNTY 108			35,841.30	3,293.20	0.00	0.00	0.00	164.66	35,676.64
DELO FOR 0032 CITY OF MISSION			1,679.23	168.70	456.60	45.98	0.00	10.75	2,125.08
BY COUNTY 108			1,679.23	168.70	456.60	45.98	0.00	10.75	2,125.08
TOTAL FOR 0032 CITY OF MISSION			37,520.53	3,461.90	456.60	45.98	0.00	175.41	37,801.72
BY COUNTY 108			37,520.53	3,461.90	456.60	45.98	0.00	175.41	37,801.72
CURR FOR 0033 CITY OF PHARR			76,546.28	7,093.79	0.00	0.00	0.00	354.72	76,191.56
BY COUNTY 108			76,546.28	7,093.79	0.00	0.00	0.00	354.72	76,191.56
DELO FOR 0033 CITY OF PHARR			2,125.18	117.46	566.27	58.86	0.00	8.81	2,682.64
BY COUNTY 108			2,125.18	117.46	566.27	58.86	0.00	8.81	2,682.64
TOTAL FOR 0033 CITY OF PHARR			78,671.46	7,211.25	566.27	58.86	0.00	363.53	78,874.20
BY COUNTY 108			78,671.46	7,211.25	566.27	58.86	0.00	363.53	78,874.20
CURR FOR 0034 CITY OF PENITAS			1,828.69	166.25	0.00	0.00	0.00	8.32	1,820.37
BY COUNTY 108			1,828.69	166.25	0.00	0.00	0.00	8.32	1,820.37
DELO FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS			1,828.69	166.25	0.00	0.00	0.00	8.32	1,820.37
BY COUNTY 108			1,828.69	166.25	0.00	0.00	0.00	8.32	1,820.37
CURR FOR 0035 CITY OF LA JOYA			4,005.95	364.19	0.00	0.00	0.00	18.20	3,987.75
BY COUNTY 108			4,005.95	364.19	0.00	0.00	0.00	18.20	3,987.75
DELO FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA			4,005.95	364.19	0.00	0.00	0.00	18.20	3,987.75
BY COUNTY 108			4,005.95	364.19	0.00	0.00	0.00	18.20	3,987.75
CURR FOR 0036 CITY OF PROGRESO			1,245.85	113.26	0.00	0.00	0.00	5.66	1,240.19
BY COUNTY 108			1,245.85	113.26	0.00	0.00	0.00	5.66	1,240.19
DELO FOR 0036 CITY OF PROGRESO			45.53	4.14	21.85	1.99	0.00	0.31	67.07
BY COUNTY 108			45.53	4.14	21.85	1.99	0.00	0.31	67.07
TOTAL FOR 0036 CITY OF PROGRESO			1,291.38	117.40	21.85	1.99	0.00	5.97	1,307.26
BY COUNTY 108			1,291.38	117.40	21.85	1.99	0.00	5.97	1,307.26
CURR FOR 0037 CITY OF SAN JUAN			9,853.81	919.10	0.00	0.00	0.00	46.00	9,807.81
BY COUNTY 108			9,853.81	919.10	0.00	0.00	0.00	46.00	9,807.81
DELO FOR 0037 CITY OF SAN JUAN			21.39	4.10	15.07	2.84	0.00	0.35	36.11
BY COUNTY 108			21.39	4.10	15.07	2.84	0.00	0.35	36.11
TOTAL FOR 0037 CITY OF SAN JUAN			9,875.20	923.20	15.07	2.84	0.00	46.35	9,843.92
BY COUNTY 108			9,875.20	923.20	15.07	2.84	0.00	46.35	9,843.92

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, FEBRUARY 15, 2016 AT 5:00 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 Monday, February 15, 2016 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Mayor Pro-Tem Oscar Elizondo, Jr.  
Comm. Eleazar Guajardo  
Comm. Roberto Carrillo  
Comm. Edmund Maldonado  
Comm. Ricardo Medina  
Comm. Mario Bracamontes

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Ed Wylie, Asst. City Manager  
Hilda Pedraza, City Clerk  
Imelda Barrera, Asst. City Clerk  
William Ueckert, City Engineer  
Gary Rodriguez, Community Affairs Liaison  
Karla Moya, Finance Director  
Anali Cantu, HR Director  
Ruben Villescascas, Police Chief  
Lenny Perez, Fire Chief  
Roland Gomez, Development Services  
Roy Garcia, Public Works Director  
Roel Garza, Parks & Rec. Director  
Raul Garza, CDBG Director  
Adolfo Garcia, Library Director  
Jason Arms, IT Director  
Luis Bazan, Bridge Director

**CITY ATTORNEY** Patricia Rigney, Attorney

**ITEM 1 CALL TO ORDER:**

Mayor Hernandez called the meeting to order at 5:00 p.m. Roll Call established a quorum.

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

Comm. Carrillo was not present at the time of roll call but arrived at 5:03 pm.

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

Juan Guerra, City Manager, led in the pledge of allegiance and David Garza, Public Utilities Director, said the prayer.

**C) PUBLIC COMMENTS (ORDINANCE NO. O-2015-28)**

Kenneth C. Fletcher presented a picture and briefly spoke about a Tejano tree at a property site. He mentioned he was very pleased to see that things were changing and that staff was working with board members of South Texas Tree Commission. He further stated he would like to see more native trees planted as they were easier to upkeep and cheaper in the long run. Mr. Fletcher asked the Commission to table item 4B to obtain more information.

Comm. Carrillo arrived at this time being 5:03 p.m.

Diana Smith, National Day of Prayer Chairperson, announced National Day of Prayer is on May 5, 2016 and this year's theme is "Wake-up America." Ms. Smith extended an invitation to everyone to join them at 12 noon for one hour of prayer at City Hall parking lot and at 6:30 pm for the Walk of Faith beginning at Ashley Furniture and concluding at Pharr Police Athletic League building on Clark Street.

**ITEM 2 PROCLAMATIONS:**

**A) PRESENTATION OF PROCLAMATION PROCLAIMING PSJA BUELL 2016 FIRST RGV FTC INSPIRATION AWARD WINNER**

Mayor Hernandez read Proclamation proclaiming February 15, 2016 as PSJA Buell 2016 FIRST RGV FTC Inspiration Award Winner and presented proclamation to the Robotics Team. Veronica Garcia, Buell Student and Captain of Robotics Team, thanked the many people and organizations involved in making their robotics competition a success. Michael Velasquez, Buell Teacher and Head Robotics Coach, thanked everyone for their support and recognized all the students in the Robotic Team.

Comm. Carrillo wished them good luck in San Antonio and expressed his support on behalf of the Mayor and Commission.

Mayor Hernandez spoke words of encouragement to the students and thanked them for all their hard work and efforts. He thanked the leadership and support of Dr. King for pushing this project forward. Mayor Hernandez stated as a taxpayer, he was very satisfied that his tax dollars were being used on students such as themselves and expressed he was very proud of all the students.

**B) PRESENTATION OF PROCLAMATION PROCLAIMING PSJA  
SOUTHWEST 2016 FIRST RGV FTC CONNECT WINNER**

Mayor Hernandez read Proclamation proclaiming February 15, 2016 as PSJA Southwest 2016 FIRST RGV FTC Connect Winner and presented proclamation to the Robotics Team.

Jason Arms, IT Director and President of FIRST RGV Robotics, stated there were thirty six (36) students from UTRGV School of Engineering that had approximately seven pages of criteria for judging each one of these robots. He further stated there were six (6) awards given and two of those awards were for our kids in Pharr. He announced these Robotics teams would be advancing to San Antonio, Texas and stated he was very proud of them. He thanked the Commission for allowing the City of Pharr IT Department in engaging in this project and for their continued support.

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

- A) CITY ENGINEER'S REPORT**
- B) SUBMISSION OF MONTHLY REPORT – PHARR MUNICIPAL COURT**
- C) SUBMISSION OF JANUARY 2016 TAX COLLECTION REPORT**
- D) SUBMISSION OF FEBRUARY 2016 SALES TAX REPORT**
- E) PRESENTATION OF 1<sup>ST</sup> QUARTERLY REPORT FOR FY 2015-2016**
- F) CITY EVENTS OF INTEREST**

Juan Guerra, City Manager, introduced the item and stated questions on City Engineer's report could be entertained at this time.

Comm. Guajardo requested an update on the pedestrian bridge at Jones Box Park.

William Ueckert, City Engineer, stated a preconstruction meeting was held last week with the contractor. He stated the manufacturing of the bridge would be done in Colorado therefore, it will be approximately three months before any construction starts. He further stated the project would be completed possibly sometime in June.

Juan Guerra, City Manager, introduced Pharr Municipal Court Monthly Report and stated Judge Martinez was available for any questions.

There being no questions, Juan Guerra, City Manager, introduced the Submission of January 2016 – Tax Collection Report and stated the report was not available at this time and would be available for next meeting.

Juan Guerra, City Manager, introduced the Submission of February 2016 Sales Tax Report and stated that sales tax were up 7%.

Juan Guerra, City Manager, introduced the 1<sup>st</sup> Quarterly Report for FY 2015-2016 and stated it would be posted online after today's meeting.

Juan Guerra, City Manager, introduced the City events of interest:

- Dr. Suess Celebration at the Pharr Memorial Library on March 1, 2016.
- 10<sup>th</sup> Annual St. Patrick's 5K Run/Walk on March 19, 2016.

**ITEM 4** **CONSENT AGENDA:** *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

- A) APPROVAL OF MINUTES FOR FEBRUARY 1, 2016 – REGULAR MEETING. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE FOR ANNEXATION OF NEW TERRITORY INTO THE CITY OF PHARR'S CORPORATE LIMITS. (DEVELOPMENT SERVICES) – 3<sup>RD</sup> & FINAL READING**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING ARTICLE IV – COST RECOVERY TO CODE OF ORDINANCE, CHAPTER 54, FIRE PROTECTION AND FIRE PREVENTION. (FIRE) – 2<sup>ND</sup> READING**
- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-82-13 AND CREATING APPENDIX A ZONING, SEC. 1.89 OF THE CITY OF PHARR CODE OF ORDINANCES, PLANNING AND ZONING COMMISSION BY-LAWS. (ADMINISTRATION) – 2<sup>ND</sup> READING**
- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING REIMBURSEMENT OF \$280 TO HOUSING AUTHORITY OF THE CITY OF PHARR FOR USE OF JOSE "PEPE" SALINAS CIVIC CENTER ON THURSDAY, FEBRUARY 11, 2016 FOR THEIR SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FROM 8:00 AM TO 1:00 PM. (PARKS & REC.)**
- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR CAPITAL LEASE FINANCING. (FINANCE)**
- G) CONSIDERATION AND ACTION ON PLANNING & ZONING CASES:**

**PUBLIC HEARING:**

1. **Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2311 South Cage Boulevard. CUP#060104**

Juan Guerra, City Manager, opened the public hearing. There being no public comments, the public hearing was closed.

Juan Guerra, City Manager, introduced items 4A-G(1) and recommended approval.

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

Ordinance No.O-2016-03 is filed with the City Clerk's Office.

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

#### **ITEM 5 ORDINANCES AND RESOLUTIONS:**

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-09 FOR GARBAGE COLLECTION AGREEMENT WITH WASTE MANAGEMENT AND THE CITY OF PHARR FOR ANNUAL CPI ADJUSTMENT (FINANCE) – **TABLED****

Juan Guerra, City Manager, introduced the item and recommended to un-table.

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

Mr. Guerra briefly stated the City is currently under negotiations with Waste Management and recommended no action at this time.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING STAFF TO WRITE-OFF UNCOLLECTIBLE ACCOUNT BALANCES (FINANCE)**

Juan Guerra, City Manager, introduced the item and stated auditor recommended a Resolution be done annually to write-off balances. He briefly explained this would consist of inactive utility account balances that need to be written off from the City's financial records and recommended approval.

Mayor Hernandez asked what the total amount of written off balances was. Karla Moya, Finance Director, stated it was approximately \$4 million.

There being no further questions, Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2016-13 is filed with the City Clerk's Office.

**C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD (PARKS & REC.)**

Juan Guerra, City Manager, introduced the item and stated staff recommended Mari Caballero.

Comm. Medina **moved** to appoint Mari Caballero as member of the Parks and Recreation Advisory Board. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2016-14 is filed with the City Clerk's Office.

**ITEM 6 ADMINISTRATIVE:**

**A) SUBMISSION OF AUDITED FINANCIAL STATEMENTS FOR FY 2014-2015 (FINANCE)**

Juan Guerra, City Manager, introduced the item and stated this was our fiscal year-end audit and stated Oscar Gonzalez and staff were available for any questions.

Juan Guerra, City Manager, reported there was nothing negative to note other than two findings which were currently being addressed. He stated fiscally the City of Pharr is in good standing and recommended approval.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON PHARR MUNICIPAL COURT AMNESTY PROGRAM FOR FEBRUARY 16, 2016 THRU MAY 16, 2016 (MUNICIPAL COURT)**

Juan Guerra, City Manager, introduced the item and stated this was something the Municipal Court does periodically. He further recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING INCENTIVES FOR PARTICIPANTS AND SPONSORS FOR THE 10TH ANNUAL ST. PATRICK'S DAY 5K RUN/WALK (PARKS & REC.)**

Juan Guerra, City Manager, introduced the item and briefly stated this is to help increase participation as well as to promote the City's Wellness Program for our employees. He further recommended approval.

Comm. Maldonado asked what kind of discounts would be given out.

Roel Garza, Parks & Recreation Director, stated there would be incentives given to the schools with the most participation to include a one-day pass to the Aquatics Center. City employees would get a discount price of \$10.00 to include their spouses and the students discount price is \$5.00. He further stated the standard price per regular entry is \$15.00.

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

**D) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR THE CITY OF PHARR PEDESTRIAN IMPROVEMENTS PROJECT (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and briefly stated this was for sidewalks along W. Ridge Road and S. Cage Blvd. between Ridge Road and Moore Road. He further recommended approval.

Comm. Medina **moved** to award bid to Texas Cordia Construction, LLC. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

**ITEM 7 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH HALFF ASSOCIATES FOR DESIGN SERVICES FOR JONES BOX PARK IMPROVEMENTS (PARKS & REC.)**

Juan Guerra, City Manager, introduced the item and stated the City currently has \$240,000 in CDBG funds and \$240,000 in general fund for improvements at Jones Box Park. He stated we currently have a 17- acre park and we can add 10 acres which were currently not being used. He further 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 ENTER AN AGREEMENT WITH BORDER ENVIRONMENT COOPERATION COMMISSION (BECC) FOR ACCEPTANCE OF GRANT ASSISTANCE FUNDING IN THE AMOUNT OF \$36,390 FOR THE "CLEAN IT UP, GREEN IT UP" PROGRAM (PUBLIC WORKS)**

Juan Guerra, City Manager, introduced the item and stated this was a Recycling Center Beautification Project and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT AND FEE FOR PROFESSIONAL ENGINEERING SERVICES WITH R. GUTIERREZ, INC. FOR PHARR BICYCLE ACCESSIBLE IMPROVEMENTS PROJECT (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and briefly explained TxDOT was requesting the bike lane do not go over the US 281 Floodway Bridge. Therefore, the city will need to provide plans for a trail under the bridge and recommended approval.

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

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT AND FEE FOR PROFESSIONAL ENGINEERING SERVICES WITH HALFF ASSOCIATES FOR THE SUBMITTAL OF A GRANT APPLICATION TO TEXAS WATER DEVELOPMENT BOARD FOR FLOOD PROTECTION PLANNING STUDY (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and stated the City had identified a grant source for planning and recommended approval.

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

**E) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING WITH AEP TEXAS AND CITY OF PHARR FOR 2016 SCORE/CITYSMART PROGRAM (ADMINISTRATION)**

Juan Guerra, City Manager, introduced the item and stated the city had approved a contract with Enviro-Lite to replace the lights to LED and this would be the reimbursement portion from AEP for saving demand of electricity. He further recommended approval.

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

**ITEM 8** **CLOSED SESSION:** IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM 3

None.

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

None.

**ITEM 10** ADJOURNMENT

There being no other business to come before the board, Comm. Elizondo **moved** to adjourn. Mayor Hernandez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:38 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 18<sup>th</sup> DAY OF JANUARY, 2016** 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:

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HILDA PEDRAZA, CITY CLERK

APPROVED:



## MEMORANDUM

DATE: January 27, 2016  
 TO: Juan G Guerra, City Manager  
 FROM: Leonardo L Perez, Fire Chief

**SUBJECT: Agenda Request: Consideration and action, if any, on Ordinance NO. 0-2016-\_\_\_\_\_ adopting new Chapter Article IV. Cost Recovery.**

### ISSUE

We have been responding to numerous emergency calls that have a potential of reimbursement from insurance companies. The main requirement that the Insurance Companies have is the policy of the Insurer has this provision in their insurance policy. And to tap into this policies are that an official Ordinance for those policies that have this clause be adopted by the municipalities be in effect.

### FINANCIAL CONSIDERATION

This has a potential of bring in extra revenue to the Department and City of about \$2,000 to \$10,000 per month depending on the type of calls we respond to and duration of the calls. Example: We currently average over 40 motor vehicle accidents per month if we happen to work on 40% of the calls, we have a potential of recovery of an average of over \$650.00 per call which we could bill at least \$10,400 per month. Federal law allows us to bill for all hazardous material emergencies which call help us offset the equipment cost for these emergencies which are very expensive.

### STAFF RECOMMENDATION

We recommend approval of the Ordinance to help offset the costs incurred by the City. This gives us a potential revenue to secure more advance training and equipment.

### ALTERNATIVES

N/A

REC'D \_\_\_\_\_  
 CC \_\_\_\_\_

JAN 27 2016

CITY OF PHARR  
 CITY CLERKS OFFICE

ORDINANCE NO. O-2016\_\_\_\_

AN ORDINANCE OF THE CITY OF PHARR, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF PHARR SPECIFICALLY CHAPTER 54 FIRE PROTECTION AND PREVENTION SPECIFICALLY TO ADD ARTICLE IV COST RECOVERY, AUTHORIZING THE COLLECTION OF FEES AND COST RECOVERY FOR CERTAIN EMERGENCY RESPONSE AND RESCUE SERVICES CHARGES WITHIN THE RESPONSE AREA OF THE CITY OF PHARR FIRE DEPARTMENT/HIDALGO COUNTY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT; AND EFFECTIVE DATE

WHEREAS, the Pharr Fire Department provides fire suppression, emergency medical, and rescue services in and around the City of Pharr/Hidalgo County; and

WHEREAS, the Pharr Fire Department is equipped with and utilizes certain apparatus, emergency tools, equipment, and materials as a means of saving lives and property; and

WHEREAS, the purchase of said tools, equipment, and materials is a significant expense for the City of Pharr; and,

WHEREAS, persons and entities requiring an emergency response often have insurance coverage to assist in the reimbursement of costs associated with the emergency response;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS;

That Chapter 54 FIRE PROTECTION AND PREVENTION ARTICLE IV COST RECOVERY SECTIONS 54-86 through 54-92 of the Code of Ordinances of the City of Pharr be and are hereby adopted as follows:

ARTICLE IV. COST RECOVERY

Sec. 54-86-Collection of Fees.

- (a) The City Commission of the City of Pharr, Texas authorizes the City Manager to authorize collection of fees to be billed against the insurance coverage or parties involved in motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, and/or non-fire suppression activities to which the City of Pharr responds with fire department equipment and/or personnel. Such fees may include reimbursement for all equipment, materials, maintenance and overhead expenses and costs which constitute full reimbursement to the City for such services actually rendered.

- (b) Those charges will be assessed as a debt to the party causing the event, the landowner, the party controlling the premises in the event of a spill or dumping and/or the party transporting hazardous, dangerous, and/or injurious product.

Fire suppression activities resulting from third party negligence may be billed against that third party. Fire suppression activities resulting from arson may be billed against the arsonist.

- (c) The City of Pharr, or its authorized agent, shall, within 30 days of the date of providing said services, submit an invoice for all costs, fees, charges and expenses related to the provisions of such services in the amount set forth in section 54-92 to the owner's designated agent, representatives and insurance companies. All such bills are to be paid within 60 days of the receipt thereof; interest shall accumulate thereafter on any unpaid balance at the rate of ten percent.

- (d) In addition, any bills, fines or penalties, including but not limited to clean up costs, fees, or expenses, that are imposed upon the city, state, or federal agencies and related to the same situation or occurrences may be billed separately within 30 days of receipt and shall be paid as provided in subsection (b) of this section.

- (e) Residents of Hidalgo County who have no insurance coverage for the incident as a result of which they received emergency services rendered by the City of Pharr Fire Department are hereby exempt from the fire department service charges contained herein, unless it is determined that the emergency services were provided as a result of negligent and/or malicious act(s) or risky behavior on the part of said person, in which case said exemption shall not apply.

In addition, any commercially owned, operated, or zoned property shall not be eligible for said exemption listed in this section.

- (f) The City Manager is authorized to contract with a third party entity to collect said fees or perform the collection of fees with current City of Pharr employees.

- (g) In addition to the cost of service described in section 54-92 below, any bills, fines or penalties, including but not limited to clean up costs, fees or expenses, that are incurred by the City or any State or Federal agencies and which are related to the same situation or occurrences shall be charged and billed separately and due as provide din subsection (c) above.

(h) The fees provided for herein are in addition to other fees imposed by the City in any other ordinance, and specifically are in addition to ambulance and other fees charged by the Emergency Medical Services Department of the City.

**Sec. 54-87.-Fees Authorized**

The fees set forth in the fee schedule in section 54-92\_is hereby approved and authorized to be collected by virtue of this article.

**Sec. 54-88.-Enforcement**

The City may enforce the provisions of this Ordinance by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs, and expenses in a court of competent jurisdiction.

**Sec. 54-89.-Severability or Invalidity**

Should any portion or part of this ordinance be declared inoperative or invalid for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections of this ordinance, which provisions shall be and remain in full force and effect.

**Sec. 54-90.-Repealer**

All ordinances, resolutions and appropriations in conflict with the provisions of this ordinance are hereby repealed.

**Sec.54-91.-Effective Date**

This ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

**Sec. 54-92.-Fee Schedule**

Fees under this article shall be as follows:

<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R ) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>
5002	Class A Pumper	Apparatus	Used	Per Hour	\$ 650.00
5003	Aerial Apparatus	Apparatus	Used	Per Hour	\$ 750.00
5004	Tanker	Apparatus	Used	Per Hour	\$ 500.00
5005	Brush Truck	Apparatus	Used	Per Hour	\$ 375.00
5006	Heavy Rescue Truck	Apparatus	Used	Per Hour	\$ 700.00

Charge Code	Description	Category	Charge Type (U) Used (R ) Replaced	Unit Charge	Charge Amount
5007	Haz-Mat Truck	Apparatus	Used	Per Hour	\$ 450.00
5008	Haz-Mat Trailer	Apparatus	Used	Per Hour	\$ 225.00
5009	Fire Boat	Apparatus	Used	Per Hour	\$ 350.00
5010	Rescue Boat	Apparatus	Used	Per Hour	\$ 250.00
5011	Command Unit	Apparatus	Used	Per Hour	\$ 250.00
5012	Staff Vehicle	Apparatus	Used	Per Hour	\$ 100.00
5013	Equipment Truck	Apparatus	Used	Per Hour	\$ 325.00
5014	Squad Truck	Apparatus	Used	Per Hour	\$ 175.00
5015	Rehab Unit	Apparatus	Used	Per Hour	\$ 100.00
5016	Foam Unit	Apparatus	Used	Per Hour	\$ 350.00
5017	Cascade Unit	Apparatus	Used	Per Hour	\$ 275.00
5018	ARFF Truck	Apparatus	Used	Per Hour	\$ 550.00
5019	Ambulance Standby	Apparatus	Used	Per Hour	\$ 350.00
5020	Air Boat	Apparatus	Used	Per Hour	\$ 350.00
5021	UTV - Off Road Vehicle	Apparatus	Used	Per Hour	\$ 200.00
5022	Hovercraft	Apparatus	Used	Per Hour	\$ 350.00
5023	Drone	Apparatus	Used	Per Hour	\$ 100.00
5024	Future Use	Apparatus			
5025	Future Use	Apparatus			
5026	Firefighter	Personnel	Used	Per Hour	\$ 35.00
5027	Haz-Mat Technician	Personnel	Used	Per Hour	\$ 40.00
5028	Haz-Mat Specialist	Personnel	Used	Per Hour	\$ 65.00
5029	Haz-Mat Incident Commander	Personnel	Used	Per Hour	\$ 125.00
5030	Fire Inspector	Personnel	Used	Per Hour	\$ 100.00
5031	Fire investigator	Personnel	Used	Per Hour	\$ 125.00
5032	Fire Officer	Personnel	Used	Per Hour	\$ 100.00
5033	EMS Supervisor	Personnel	Used	Per Hour	\$ 100.00
5034	Personnel Overtime	Personnel	Used	Per Hour	\$ 52.50
5035	Dive Team	Personnel	Used	Per Hour	\$ 250.00
5036	Future Use	Personnel			
5037	Future Use	Personnel			
5038	Future Use	Personnel			
5039	Future Use	Personnel			
5001	Dispatch Fee	Misc	Used	Per Unit	\$ 100.00

Charge Code	Description	Category	Charge Type (U) Used (R ) Replaced	Unit Charge	Charge Amount
5040	Administration Fee	Misc	Used	Per Unit	\$ 100.00
5041	Decon Charges	Misc	Used	Per Unit	\$ 100.00
5042	Disposal Charges	Misc	Used	Per Unit	\$ 100.00
5043	Remediation Charges	Misc	Used	Per Unit	\$ 100.00
5044	False Alarm Charge	Misc	Used	Per Unit	\$ 150.00
5045	Fire Inspection Charge	Misc	Used	Per Unit	\$ 200.00
5046	Minor Extrication	Misc	Used	Per Unit	\$ 175.00
5047	Major Extrication	Misc	Used	Per Unit	\$ 350.00
5048	Rehab Supplies	Misc	Used	Per Unit	\$ 25.00
5049	Celluar Phone Charges	Misc	Used	Per Unit	\$ 15.00
5050	Equipment Rental	Misc	Used	Per Unit	\$ 100.00
5051	Fuel Charge	Misc	Used	Per Unit	\$ 50.00
5052	Water Use Charge	Misc	Used	Per Unit	\$ 50.00
5053	Wrecker/Towing Charges	Misc	Used	Per Unit	\$ 250.00
5054	Future Use	Misc			
5055	Future Use	Misc			
5056	Future Use	Misc			
5057	Future Use	Misc			
5058	Future Use	Misc			
5059	Future Use	Misc			
5060	Flat Head Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5061	Pick Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5062	Pry Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5063	Halligan Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5064	McLeod Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5065	Pulaski Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5066	Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5067	Long Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5068	Sheet Rock Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5069	Bolt Cutters	Fire Equipment	Used	Per Unit	\$ 22.00

5070	Salvage Cover	Fire Equipment	Used	Per Unit	\$ 35.00
5071	Hall Runner	Fire Equipment	Used	Per Unit	\$ 25.00
5072	Pry Bar	Fire Equipment	Used	Per Unit	\$ 22.00
5073	Shovel	Fire Equipment	Used	Per Unit	\$ 22.00
<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>
5074	Flappers	Fire Equipment	Used	Per Unit	\$ 22.00
5075	Fire Rake	Fire Equipment	Used	Per Unit	\$ 22.00
5076	Fire Broom	Fire Equipment	Used	Per Unit	\$ 22.00
5077	Water Vest	Fire Equipment	Used	Per Unit	\$ 30.00
5078	Drip Torch	Fire Equipment	Used	Per Unit	\$ 15.00
5079	Wildland Pro-Pack	Fire Equipment	Used	Per Unit	\$ 35.00
5080	Barricade Tape	Fire Equipment	Used	Per Unit	\$ 22.00
5081	Poly Sheeting	Fire Equipment	Used	Per Unit	\$ 55.00
5082	Box Light	Fire Equipment	Used	Per Unit	\$ 30.00
5083	Electrical Cord Reel	Fire Equipment	Used	Per Unit	\$ 50.00
5084	Electrical Junction Box	Fire Equipment	Used	Per Unit	\$ 50.00
5085	Portable Scene Lights	Fire Equipment	Used	Per Unit	\$ 25.00
5086	Generator	Fire Equipment	Used	Per Hour	\$ 55.00
5087	PPV Fan	Fire Equipment	Used	Per Hour	\$ 55.00
5088	Chain Saw	Fire Equipment	Used	Per Unit	\$ 35.00
5089	K-12 Saw	Fire Equipment	Used	Per Unit	\$ 45.00
5090	SCBA Mask	Fire Equipment	Replaced	Per Unit	\$ 200.00
5091	SCBA Pack	Fire Equipment	Used	Per Unit	\$ 45.00
5092	Water Extinguisher	Fire Equipment	Used	Per Unit	\$ 25.00
5093	CO2 Extinguisher	Fire Equipment	Used	Per Unit	\$ 35.00

5094	Dry Chemical Extinguisher	Fire Equipment	Used	Per Unit	\$ 55.00
5095	Class D Extinguisher	Fire Equipment	Used	Per Unit	\$ 90.00
5096	Thermal Imaging Camera	Fire Equipment	Used	Per Unit	\$ 125.00
5097	Piercing Nozzle	Fire Equipment	Used	Per Unit	\$ 40.00
5098	Foam Eductor	Fire Equipment	Used	Per Unit	\$ 50.00
5099	Foam Nozzle	Fire Equipment	Used	Per Unit	\$ 65.00
5100	1" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 650.00
5101	1 1/2" or 1 3/4" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5102	2 1/2" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,600.00
5103	2 1/2" Play Pipe	Fire Equipment	Replaced	Per Unit	\$ 700.00
5104	M/S Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5105	M/S Straight Tip	Fire Equipment	Replaced	Per Unit	\$ 750.00
5106	LDH Manifold	Fire Equipment	Used	Per Unit	\$ 65.00
5107	1" Redline Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 270.00
<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>
5108	1 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 110.00
5109	1 1/2" Forestry Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 90.00
5110	1 3/4" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 125.00
5111	2 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 175.00
5112	3" Supply Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 250.00
5113	4" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 750.00
5114	5" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5115	Portable Tank	Fire Equipment	Used	Per Unit	\$ 85.00
5116	Portable Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 95.00
5117	Floating Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 65.00

5118	8' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 180.00
5119	10' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 225.00
5120	12' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 450.00
5121	14' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 475.00
5122	24' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 650.00
5123	35' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5124	A-Frame Ladder	Fire Equipment	Replaced	Per Unit	\$ 625.00
5125	Future Use	Fire Equipment			
5126	Future Use	Fire Equipment			
5127	Future Use	Fire Equipment			
5128	Future Use	Fire Equipment			
5129	Future Use	Fire Equipment			
5130	Future Use	Fire Equipment			
5131	Future Use	Fire Equipment			
5132	Future Use	Fire Equipment			
5133	Future Use	Fire Equipment			
5134	Future Use	Fire Equipment			
5135	Rescue Spreaders	Rescue Equip	Used	Per Unit	\$ 250.00
5136	Rescue Cutters	Rescue Equip	Used	Per Unit	\$ 250.00
5137	Combi Rescue Tool	Rescue Equip	Used	Per Unit	\$ 250.00
5138	Rescue Rams	Rescue Equip	Used	Per Unit	\$ 250.00
5139	Air Bags	Rescue Equip	Used	Per Unit	\$ 200.00
5140	Cribbing	Rescue Equip	Used	Per Unit	\$ 25.00
5141	Port-A-Power	Rescue Equip	Used	Per Unit	\$ 35.00
<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R ) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>

5142	Saws-All-Saw	Rescue Equip	Used	Per Unit	\$ 40.00
5143	Winch	Rescue Equip	Used	Per Unit	\$ 25.00
5144	Come-A-Long	Rescue Equip	Used	Per Unit	\$ 10.00
5145	Chain	Rescue Equip	Used	Per Unit	\$ 5.00
5146	Ajax Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5147	K Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5148	Door Unlocking Set	Rescue Equip	Used	Per Unit	\$ 12.50
5149	Windshield Tool	Rescue Equip	Used	Per Unit	\$ 20.00
5150	Air Bag Secure Net	Rescue Equip	Used	Per Unit	\$ 65.00
5151	Rescue Rope, per foot	Rescue Equip	Used	Per Unit	\$ 1.35
5152	Utility Rope, per foot	Rescue Equip	Used	Per Unit	\$ 0.95
5153	Webbing, per foot	Rescue Equip	Used	Per Unit	\$ 0.75
5154	Carabiner	Rescue Equip	Used	Per Unit	\$ 2.50
5155	Figure 8	Rescue Equip	Used	Per Unit	\$ 6.50
5156	Brake	Rescue Equip	Used	Per Unit	\$ 6.50
5157	Pulley	Rescue Equip	Used	Per Unit	\$ 6.50
5158	Ascender	Rescue Equip	Used	Per Unit	\$ 6.50
5159	Rescue Harness	Rescue Equip	Used	Per Unit	\$ 25.00
5160	Full Body Harness	Rescue Equip	Used	Per Unit	\$ 65.00
5161	Stokes Basket	Rescue Equip	Used	Per Unit	\$ 25.00
5162	Tripod	Rescue Equip	Used	Per Unit	\$ 75.00
5163	Life Jacket	Rescue Equip	Used	Per Unit	\$ 65.00
5164	High Water Rescue Bag	Rescue Equip	Used	Per Unit	\$ 250.00
5165	RIT Bag	Rescue Equip	Used	Per Unit	\$ 185.00
5166	Light Tower	Rescue Equip	Used	Per Unit	\$ 95.00

5167	Future Use	Rescue Equip			
5168	Future Use	Rescue Equip			
5169	Future Use	Rescue Equip			
5170	Future Use	Rescue Equip			
5171	Future Use	Rescue Equip			
5172	Future Use	Rescue Equip			
5173	Future Use	Rescue Equip			
5174	Future Use	Rescue Equip			
5175	Future Use	Rescue Equip			
Charge Code	Description	Category	Charge Type (U) Used (R ) Replaced	Unit Charge	Charge Amount
5177	Haz-Mat Detection Kit	Haz-Mat Equip	Used	Per Unit	\$ 150.00
5178	Q-RAE Monitor	Haz-Mat Equip	Used	Per Unit	\$ 75.00
5179	Multi-RAE Monitor	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5180	CO Monitor	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5181	Dosimeter DMC20	Haz-Mat Equip	Used	Per Unit	\$ 40.00
5182	Portable Radiation Meter	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5183	Radiation Survey Meter	Haz-Mat Equip	Used	Per Unit	\$ 150.00
5184	Drager Unit	Haz-Mat Equip	Used	Per Unit	\$ 75.00
5185	Drager Tubes, each	Haz-Mat Equip	Used	Per Unit	\$ 15.00
5186	Chemical Classifier Strip	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5187	Litmus Paper	Haz-Mat Equip	Used	Per Unit	\$ 18.00
5188	PH Paper	Haz-Mat Equip	Used	Per Unit	\$ 9.00
5189	Natural Gas Plug Kit	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5190	Plug & Patch Kit	Haz-Mat Equip	Used	Per Unit	\$ 35.00
5191	Hazardous Waste Bag	Haz-Mat Equip	Used	Per Unit	\$ 5.00

5192	30 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 100.00
5193	55 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 120.00
5194	30 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 80.00
5195	55 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 150.00
5196	Drum Liners	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5197	Haz-Mat Pump	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5198	Containment Reservoir	Haz-Mat Equip	Used	Per Unit	\$ 25.00
5199	Duct Tape	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5200	Tychem Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5201	Tychem BR Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 85.00
5202	Tychem BR Level B Suit	Haz-Mat Equip	Used	Per Unit	\$ 300.00
5203	Tychem TH Level A Suit	Haz-Mat Equip	Used	Per Unit	\$ 1,000.00
5204	Bee Suit	Haz-Mat Equip	Used	Per Unit	\$ 85.00
5205	Latex Gloves	Haz-Mat Equip	Used	Per Unit	\$ 2.50
5206	Nitrile Gloves	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5207	Neoprene Gloves	Haz-Mat Equip	Used	Per Unit	\$ 40.00
5208	Haz-Mat Gloves	Haz-Mat Equip	Used	Per Unit	\$ 155.00
5209	Haz-Mat Boots	Haz-Mat Equip	Used	Per Unit	\$ 95.00
5210	Disposable Goggles	Haz-Mat Equip	Used	Per Unit	\$ 2.50
<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R ) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>
5211	Future Use	Haz-Mat Equip			
5212	Future Use	Haz-Mat Equip			
5213	Future Use	Haz-Mat Equip			
5215	Future Use	Haz-Mat Equip			
5216	Future Use	Haz-Mat Equip			

5217	Future Use	Haz-Mat Equip			
5218	Future Use	Haz-Mat Equip			
5219	Future Use	Haz-Mat Equip			
5220	Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 15.00
5221	Absorbent Pads, per 100	Haz-Mat Supplies	Used	Per Unit	\$ 100.00
5222	Absorbent Booms, per 10'	Haz-Mat Supplies	Used	Per Unit	\$ 55.00
5223	Lite-Dri Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 18.00
5224	Soda Ash, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 52.00
5225	Mercury Spill Kit	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5226	Chlorine Kit A	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5227	Chlorine Kit B	Haz-Mat Supplies	Used	Per Unit	\$ 150.00
5228	Chlorine Kit C	Haz-Mat Supplies	Used	Per Unit	\$ 200.00
5229	AFFF Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 32.00
5230	Class A Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 22.00
5231	Micro-Blaze, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 42.00
5232	Micro-Blaze, per 5 gallon	Haz-Mat Supplies	Used	Per Unit	\$ 165.00
5233	Future Use	Haz-Mat Supplies			
5234	Future Use	Haz-Mat Supplies			
5235	Future Use	Haz-Mat Supplies			
<b>Charge Code</b>	<b>Description</b>	<b>Category</b>	<b>Charge Type (U) Used (R ) Replaced</b>	<b>Unit Charge</b>	<b>Charge Amount</b>
5236	Future Use	Haz-Mat Supplies			
5237	Future Use	Haz-Mat Supplies			
5238	Future Use	Haz-Mat Supplies			
5239	Future Use	Haz-Mat Supplies			
5240	Future Use	Haz-Mat Supplies			

5241	Future Use	Haz-Mat Supplies			
5242	FF Helmet	Protective Equip	Replaced	Per Unit	\$ 250.00
5244	Nomex Hood	Protective Equip	Replaced	Per Unit	\$ 25.00
5245	PBI Hood	Protective Equip	Replaced	Per Unit	\$ 35.00
5246	Bunker Coat	Protective Equip	Replaced	Per Unit	\$ 750.00
5247	Bunker Pants	Protective Equip	Replaced	Per Unit	\$ 450.00
5248	FF Boots	Protective Equip	Replaced	Per Unit	\$ 250.00
5249	FF Gloves	Protective Equip	Replaced	Per Unit	\$ 95.00
5250	Wildland Helmet	Protective Equip	Replaced	Per Unit	\$ 55.00
5251	Wildland Jacket	Protective Equip	Replaced	Per Unit	\$ 250.00
5252	Wildland Pants	Protective Equip	Replaced	Per Unit	\$ 250.00
5253	Wildland Fire Boots	Protective Equip	Replaced	Per Unit	\$ 225.00
5254	Wildland FF Gloves	Protective Equip	Replaced	Per Unit	\$ 40.00
5255	Wildland Fire Shelter	Protective Equip	Replaced	Per Unit	\$ 385.00
5256	Wildland Coveralls	Protective Equip	Replaced	Per Unit	\$ 150.00
5257	Future Use	Protective Equip			
5258	Future Use	Protective Equip			
5259	Future Use	Protective Equip			
5260	Future Use	Protective Equip			

CONSIDERED AND PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of \_\_\_\_\_, 2016, A.D.

CITY OF PHARR

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

ATTEST:

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

CONSIDERED AND PASSED AND APPROVED ON SECOND READING BY  
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on  
this the \_\_\_\_ day of \_\_\_\_\_, 2016, A.D.

CITY OF PHARR

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

ATTEST:

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

CONSIDERED AND PASSED AND APPROVED ON FINAL READING BY THE  
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this  
the \_\_\_\_ day of \_\_\_\_\_, 2016, A.D.

CITY OF PHARR

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

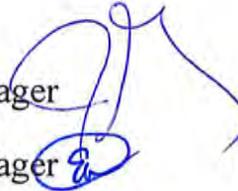
ATTEST:

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

## MEMORANDUM

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**DATE:** February 1, 2016  
**TO:** Juan G. Guerra, City Manager  
**FROM:** Ed Wylie, Asst. City Manager

A handwritten signature in blue ink, appearing to be "Ed Wylie", is written over the "TO" and "FROM" lines of the memorandum.

**SUBJECT: By-laws for Planning and Zoning Commission**

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### ISSUE

As we are constantly improving our City it has come to the attention of staff that we have no by-laws in place to guide our different boards that the Mayor and City Commissioners appoint. These proposed by-laws will guide the boards in conducting business, determine the rights of participants, outline the duties of board members and establish procedures that can be exercised by the different appointed boards. By-laws will also establish consistency and help protect the staff, appointed board members and elected officials from liability. With the first passing of these by-laws you will set the framework to institute by-laws for all City boards and commissions.

### FINANCIAL CONSIDERATION

None.

### STAFF RECOMMENDATION

Staff is recommending approval of the by-laws as proposed

### ALTERNATIVES

Disapprove the request.

THANK YOU

**ORDINANCE NO. O-2016 \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. O-82-13 AND CREATING APPENDIX A - ZONING, SEC. 1.89 OF THE CITY OF PHARR CODE OF ORDINANCES, ENTITLED "PLANNING AND ZONING COMMISSION BY-LAWS"; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; A PUBLICATION AND AN EFFECTIVE DATE**

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

**THAT CITY OF PHARR CODE OF ORDINANCES, APPENDIX A –ZONING, SECTION 1.89 IS HEREBY CREATED AND SHALL READ AS FOLLOWS:**

**SEC. 1.89.0: PLANNING AND ZONING COMMISSION BY-LAWS**

**CITY OF PHARR  
STANDARD CITY BOARD BYLAWS**

**BYLAWS OF THE  
PLANNING AND ZONING COMMISSION**

**SECTION 1: INTENT AND BODY**

**Sec. 189.1 ARTICLE 1. NAME.**

The name of the board is the Planning and Zoning Commission of the City of Pharr.

**Sec. 189.2 ARTICLE 2. PURPOSE AND DUTIES.**

The purpose of the board is to exercise the powers and duties of a Planning and Zoning Commission of the City of Pharr as permitted by law, City Charter of the City of Pharr or by City ordinance. The Planning and Zoning Commission shall, from time to time and at the request of the Board of Commissioners, submit reports, plans and recommendations for the orderly growth, development and welfare of the City. Such Board shall also perform other duties as follows:

1. Recommend the boundaries of various districts and appropriate regulations to be enforced therein under the zoning ordinance, the Charter of the City of Pharr or the laws of the State of Texas to the Board of Commissioners of the City of Pharr, and to recommend approval or denial of zoning changes and regulations under the zoning ordinance, the Charter of the City of Pharr or the laws of the State of Texas.

2. To hear, recommend, or determine any matter relating to zoning, planning or subdivision control as may be specified or required under the zoning or subdivision ordinance, the Charter of the City of Pharr or the laws of the State of Texas.
3. To exercise such duties and powers as may be now or hereafter conferred by the zoning or subdivision ordinance, the Charter of the City of Pharr or the laws of the State of Texas.

**Sec. 189.3 ARTICLE 3. MEMBERSHIP.**

- (A) The Planning and Zoning Commission is composed of seven members (7) and four (4) alternates appointed by the Board of Commissioners.
- (B) Members and alternates serves at the pleasure of the city council. Any member may be removed from their position on the board for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members and alternates shall be appointed for a term of two (2) years on a rotating basis and removable by the appointing authority. Alternate members shall serve in the absence of one or more of the regular members when requested to do so by the chairman or his authorized representative. All cases to be heard and ruled upon will always be heard by a minimum of four (4) members and a maximum of seven (7).
- (D) An individual board member may not act in an official capacity except through the action of the board. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the board or the City of Pharr unless a formal action by the Planning and Zoning Commission or Board of Commissioners has been taken on the specific issue.
- (E) A board member who is absent for three (3) consecutive regular meetings or half of all regular meetings in a "rolling" 12 month timeframe automatically vacates the member's position. This does not apply to an absence due to illness or injury of the board member, an illness or injury of a board member's immediate family member, or the birth or adoption of the board member's child for 90 days after the event. The board member must notify the Director of Development Services of the reason for the absence not later than the date of the next regular meeting of the board. Failure to notify before the next regular meeting of the board will result in an unexcused absence.
- (F) At each meeting, each board member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda, or identifies each agenda item on which the member has a conflict of

interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.

- (G) A board member who seeks to resign from the board shall submit a written resignation to the chairman. If possible, the resignation should allow for a 30 day notice so the Board of Commissioners can appoint a replacement.
- (H) All board members must be a resident of the City of Pharr.
- (I) The Director of Development Services and the Assistant City Manager shall be ex-officio members of the Planning and Zoning Commission without a right to vote but will provide technical support and expertise to the Commission. The provisions of "Article 3, Membership, Letter (E)" do not apply to ex officio members.
- (J) Board members serve without compensation. The board and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Board members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the board and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.
- (L) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.

#### **Sec. 189.4 ARTICLE 4. OFFICERS.**

- (A) The officers of the board shall consist of a chairman and a vice-chairman, secretary and parliamentarian.
- (B) The chairman is recommended by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Should the Mayor fail to recommend a chairman for each board, committee or commission, and/or the Board of Commissioners fails to approve any Chairman recommended by the Mayor, a majority of the Board of Commissioners plus one (Super-majority) may approve appointment of a chairman. The other officers (except for parliamentarian) shall be elected annually by a majority vote of the commission at the first regular meeting in January. In the event a current officer becomes ineligible to serve as an officer, the commission may hold an emergency election as needed for all officers.

- (C) The term of office shall be one (1) year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a board for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office.
- (D) The Director of Development Services will serve as the parliamentarian for the board and in the absence of the Director the Assistant City Manager shall serve in that capacity.
- (E) A member may not hold more than one office at a time.

**Sec. 1.89.5 ARTICLE 5. DUTIES OF OFFICERS.**

- (A) The chair shall preside at board meetings, appoint all committees, and represent the board at ceremonial functions.
- (B) In the absence of the chairman, the vice-chair shall perform all duties of the chair.
- (C) In the absence of both the chairman and the vice-chair the secretary shall perform the duties of the chairman.
- (D) In the absence of all officers the most senior member by appointment date shall chair the meeting.
- (E) The parliamentarian shall advise on all matters of procedures and shall assure that business conducted before the board conforms to these Rules and Regulations and Roberts Rules of Order.

**Sec. 1.89.6 ARTICLE 6. AGENDAS.**

- (A) Items may be placed on the agenda by the chairman, Director of Development Services, the City Manager or his designee or at the request of two or more board members. The requests must be at least five days before the meeting. Board members must consult with and receive input from the Director of Development Services. The Director shall seek consultation from the City attorney as to the legalities of the agenda item(s) and whether it is within the board's discretion.
- (B) Staff shall assemble all regular meeting items as directed by City ordinance and internal city policy.

(C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

**Sec. 189.7 ARTICLE 7. MEETINGS.**

(A) The board meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

(B) Board meetings shall be governed by Robert's Rules of Order.

(C) All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings showing the vote of each member upon each questions, or if absent or failing to vote. The Director of Development Services shall be custodian and possessor of the records and minutes of the meetings.

(D) The board shall meet at least twice a month. In November of each year, the board shall adopt a schedule of the meetings for the upcoming year, as composed by staff.

(E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A board may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline or a deadline established by Council.

(F) Four members constitute a quorum. A quorum is required for the board to convene a meeting and to conduct business at a meeting.

(G) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.

(H) An affirmative vote of at least 4 members must be made to approve any motion.

(I) The chairman has the same voting privilege as any other member.

(J) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the board and those appearing in opposition to the same, no discussion shall be held by a member or members of this board with the applicant, appellant, or opposition, who is attempting to influence any board member concerning the application or other matter involving an applicant or appellant before the board either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.

- (K) The Development Services staff shall prepare the board minutes. The minutes of each board meeting must include the vote of each member on each item before the board and indicate whether a member is absent or failed to vote on an item.
- (L) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Department of Development Services shall retain all other board documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).
- (M) Each person and board member attending a board meeting should observe proper decorum.
- (N) Debate and motions. Motions are usually classified in several ways:
- (1) Main motion
  - (2) Subsidiary motion/Un-debatable motions;
  - (3) Privileged motions; and
  - (4) Fully-debatable motions.

A main motion is a motion that brings business before the board. Main motions are made while no other motion is pending. Any of the subsidiary or privileged motions may be made while the main motion is pending, and in many cases these motions, if passed, will affect the board's consideration of the main motion. A subsidiary or un-debatable motion is a type of motion by which a deliberative assembly deals directly with a main motion prior to (or instead of) voting on the main motion itself. Subsidiary motions are motions such as to postpone indefinitely, amend and to table.

Subsidiary or un-debatable motions involve procedural questions that can be resolved without discussion, such as tabling a main motion, moving the previous question, restricting further discussion of a main motion to a fixed number of minutes, postponing action, or referring an item under discussion to a committee. After a subsidiary or un-debatable motion is offered, the chairman must immediately take a vote, without discussion.

Privileged motions grant precedence over ordinary business. Such motions have limited debate permitted. They include setting the time of the next meeting, adjourn, recess or executive session. Any discussion of a privileged motion must be addressed to the motion itself. A motion to fix the time for adjourning the commission meeting, for example, might require limited debate as to the advisability of such a decision, but other points of discussion would be out of order.

Fully-debatable motions are subject to unlimited discussion prior to a decision. One of the most important principles of debate is that board member's statements be directly relevant to the item under consideration. Board members recognized by the chairman are given the floor only for the purpose of discussing the item then pending, and they are out of order if they depart from that item. "Debate" can easily evolve into statements

of personal philosophy. Interesting though they may seem to the speaker, such departures do not belong in a commission meeting.

**Sec. 189.8 ARTICLE 8. COMMITTEES/WORKING GROUPS.**

COMMITTEES

(A) The Planning and Zoning Commission will have no committees.

WORKING GROUPS

(A) The board can determine the size of a working group but the number of board members serving on the working group must be less than a quorum of the board.

(B) A working group may designate a chair, with the member's consent, but is not required to do so.

(C) Quorum requirements do not apply to working groups.

(D) Staff support will not be provided for working groups.

(E) Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act).

**Sec. 189.9 ARTICLE 9. PARLIAMENTARY AUTHORITY.**

The rules contained in the current edition of Robert's Rules of Order shall govern the board in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which the board or city council may adopt.

**Sec. 189.10 ARTICLE 10. AMENDMENT OF BYLAWS.**

A bylaw amendment is not effective unless approved by the Board of Commissioners of the City of Pharr, Texas.

**SECTION 2: Severability Clause**

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

**SECTION 3: Repealing Clause**

All existing ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4: Effective Date**

This Ordinance shall be effective immediately upon passage.

**SECTION 5: Penalty Clause**

Any violation of this ordinance shall constitute a penalty of \$500.00

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the 1<sup>st</sup> day February, 2016, A.D.

CITY OF PHARR

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

ATTEST:

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the 15<sup>th</sup> day of February, 2016, A.D.

CITY OF PHARR

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

ATTEST:

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, A.D.

CITY OF PHARR

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

ATTEST:

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

## MEMORANDUM

**DATE:** March 7, 2016  
**TO:** Juan G Guerra, City Manager  
**FROM:** Gary Rodriguez, Interim-Director, Community Events

*GR*

### PSJA ISD April 27, 2016 Request

#### ISSUE

PSJA ISD Superintendent Dr. Daniel King has submitted a request to the City of Pharr for the use of the Boggus Ford Events Center free of charge on April 27, 2016 for the district's 8<sup>th</sup> Annual Dual Language Bi-Literacy Certification for PSJA ISD Dual Language Graduates.

#### FINANCIAL CONSIDERATION

As the venue has no paid events scheduled for this date and is available, there are no financial considerations.

#### STAFF RECOMMENDATION

Staff recommends approval of waiving all fees associated with use of Boggus Ford Events Center.

#### ALTERNATIVES

No viable alternative as of now with respect to hosting this worthwhile event.

REC'D CC	<i>J. Melda</i>
MAR 03 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



PHARR-SAN JUAN-ALAMO ISD

Office of Superintendent

Daniel P. King, PhD, Superintendent of Schools

January 20, 2016

Juan Guerra, City Manager  
City of Pharr  
118 South Cage Blvd.  
P.O. Box 1729  
Pharr, TX 78577

Dear Mr. Guerra:

I am writing to request your consideration to provide the Boggus Ford Events Center free of charge for the 8<sup>th</sup> Annual Dual Language Bi-Literacy Certification Ceremony for PSJA ISD Dual Language Graduates, set for **Wednesday April 27, 2016.**

Nationwide, Dual Language Instruction has proven effective in the education of all students and highly effective in closing the academic achievement gap of Hispanic students and English Language learners. PSJA ISD is recognized as a national leader in generating bilingual and bi-literate graduates through our Dual Language Enrichment Program, which has been in existence since 1995 and has successfully graduated seven cohorts of certified Dual Language students.

For seven consecutive years, PSJA ISD has recognized the outstanding academic achievement and biliteracy development of our students participating successfully in the Dual Language Enrichment Program through an Annual Dual Language Bi-Literacy Certification Ceremony.

Please let me know if we can use the facility, free of charge on Wednesday, April 27, 2016. We would need it the entire day for setup purposes. Thank you in advance for your consideration. If you have any questions please contact Ms. Olivia Martinez, Director of Dual Language Enrichment Program at (956) 354-2042.

Sincerely,

Daniel P. King, PhD  
Superintendent of Schools

RECEIVED  
FEB 03 2016  
CITY MANAGERS OFFICE

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

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

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

## MEMORANDUM

**DATE:** March 7, 2016   
**TO:** Juan G Guerra, City Manager  
**FROM:** Gary Rodriguez, Interim-Director, Community Events

### PSJA ISD Request

#### ISSUE

PSJA ISD Assistant Superintendent for Support Services Rene Campos has submitted a request to the City of Pharr for the use of the Boggus Ford Events Center free of charge on May 12<sup>th</sup>, 2016 for the district's 5<sup>th</sup> Grade District-Wide Career Fair featuring 25 elementary school counselors, 100 local business leaders and over 2000 5<sup>th</sup> grade students.

#### FINANCIAL CONSIDERATION

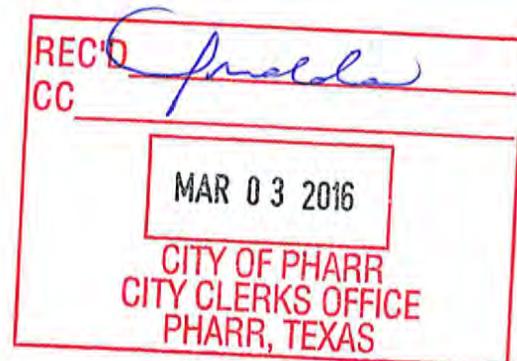
As the venue has no paid events scheduled for this date and is available, there are no financial considerations.

#### STAFF RECOMMENDATION

Staff recommends approval of waiving all fees associated with use of Boggus Ford Events Center.

#### ALTERNATIVES

No viable alternative as of now with respect to hosting over 2000 guests for this important event.





February 23, 2016

Juan Guerra  
City Manager  
118 S. Cage Blvd.  
Pharr, TX 78577

Re: Use of Facilities

Dear Mr. Guerra:

The Pharr-San Juan-Alamo ISD, Counseling & Guidance Department, is requesting the use of the Boggus Ford facility on May 12, 2016 for our 5<sup>th</sup> Grade District-Wide Career fair.

The 5<sup>th</sup> Grade District-Wide Career Fair will provide the opportunity for 25 elementary counselors to partner with 100 plus local community and businesses. 2,000 plus 5<sup>th</sup> grade students will have the opportunity to explore their interest and possible careers. This will be a great component for students to gain exposure about the many post-secondary options and plan for those options as they begin their journey through middle school and high school. We have seen such great results from this event and wish to continue with its success.

Your facility will be the perfect environment and a great fit to host our PSJA ISD 5<sup>th</sup> grade District-Wide Career Fair.

If you have any questions or need additional information, please call me at (956) 354-2053. I am looking forward to hearing from you soon.

Sincerely,

Rene Campos  
Asst. Superintendent for Support Services

## MEMORANDUM

DATE: March 2, 2016  
TO: Juan G Guerra, City Manager  
FROM: Ruben Villescas, Police Chief



**SUBJECT:** Request for Consideration and Action Authorizing Waiver of Fees for Police Services for Behavioral Health Solutions of South Texas during Rental of the Tierra del Sol Banquet Room on April 29, 2016 for a Fundraiser

**ISSUE:**

Behavioral Health Solutions of South Texas is a non-profit organization providing services substance abuse prevention, intervention, treatment and recovery. They will be holding a fundraising event at Tierra del Sol Banquet room on April 29, 2016. The rental fees of \$1,000.00 have already been waived by this commission at a prior meeting.

The organizations staff was reaching out to area law enforcement seeking an agency that could sponsor police officers for security of the event. Upon hearing of their search for these services, I am requesting for this commission consideration on authorizing the Pharr Police Department to provide police services for purposes of safety and security of this event.

We have enjoyed a long standing partnership with Behavioral Health Solutions of South Texas and am in support of the organization. We have taken advantage of the many services they provide to include referrals of citizens in need of their services.

**FINANCIAL CONSIDERATION:**

Waiver of costs of police officers assigned to the event

**ALTERNATIVE:**

The alternative is for this organization to utilize another willing law enforcement agency to provide police officers for the event.

**STAFF RECOMMENDATION:**

I recommend approval of waiver of fees for police services.

REC'D	<i>J. Guerra</i>
CC	
MAR 02 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

956-878-3233

-----Original Message-----

From: Jose Palacios [mailto:Jose.Palacios@psjaisd.us]

Sent: Wednesday, March 02, 2016 12:28 PM

To: Joel Robles <joel.robles@pd.pharr-tx.gov>

Cc: Gustavo Rodriguez <Gustavo.Rodriguez@psjaisd.us>; Ramiro Martinez <ramiro.martinez2@psjaisd.us>; Mario Flores <Mario.Flores@psjaisd.us>

Subject: Middle School Track Meet at Stadium

Chief Robles,

We will be hosting a middle school track meet on Thursday March 3rd, 2016.

The meet starts at 3p.m. We would like to close Kelly Ave. from Fir Ave. to Gumwood Ave. at 4:30 p.m.

We would like to close a small portion of Gumwood Ave. from Jones Ave.

to

the City Public Works building to allow students to cross onto Witten Park for Shot Put event.

We would like to close this section at about 3p.m.

Thanks for all your help.

Sent from my iPhone=



## MEMORANDUM

DATE: February 19, 2015  
TO: Juan G. Guerra, City Manager  
FROM: Anali Cantu, HR Director

SUBJECT: Rejecting Bids for Classification & Compensation Study

### ISSUE

In an effort to provide a competitive pay scale structure for the City employees, City of Pharr went out for bids for a classification and compensation study. Upon receipt and review of bids it was determined that the City cannot fund the project this fiscal year.

### FINANCIAL CONSIDERATION

The three bids received were the following:

Springfield Incorporated	\$74,000.00
Management Advisory Group International, Inc.	\$58,500.00
Evergreen Solutions, LLC	\$62,500.00

Funds are currently not available.

### STAFF RECOMMENDATION

Staff is recommending to reject all three bids and re-advertise the project sometime after October 2016. This will allow the City to budget for the project for next fiscal year.

### ALTERNATIVES

The City of Pharr has the option to reconsider priorities and reallocate funds to initiate the project this fiscal year.

Please let me know if you have any questions on this or if additional information is needed.

Thank you.



## MEMORANDUM

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**DATE:** March 4, 2016

**TO:** Juan G. Guerra, City Manager

**FROM:** Ed Wylie, Asst. City Manager

A handwritten signature in black ink, appearing to be "Ed Wylie", is written over the "TO:" and "FROM:" lines.

**SUBJECT:** Request by City of Hidalgo

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### ISSUE

The City of Hidalgo is requesting the use of the City of Pharr's portable stage and 10 bleachers for their annual Borderfest. In the spirit of municipal cooperation and due to the timing (Borderfest is March 3-6) staff has tentatively approved the request.

### FINANCIAL CONSIDERATION

\$0

### STAFF RECOMMENDATION

Approve the request and ratify the action

### ALTERNATIVES

Disapprove the request.

THANK YOU



RECEIVED  
FEB 23 2016

CITY MANAGERS OFFICE

February 19, 2016



Hidalgo Economic  
Development Corporation



Edward Wylie  
Assistant City Manager  
City of Pharr  
118 South Cage Boulevard  
Pharr, Texas 78577  
VIA Email: [Ed.wylie@pharr-tx.gov](mailto:Ed.wylie@pharr-tx.gov)

**Prisciliano (J.R.) Trevino**  
EXECUTIVE DIRECTOR

900 South Bridge St.  
Hidalgo, Texas 78557  
E-mail: [ptrevino@cityofhidalgo.net](mailto:ptrevino@cityofhidalgo.net)

Office: (956) 843-3007  
Mobile: (956) 467-3187

Dear Mr. Wylie,

The City of Hidalgo is gearing up for the 2016 Hidalgo BorderFest, Celebrating Brazil. Our event dates are March 4 – 6, 2016 at the State Farm Arena grounds. Hidalgo BorderFest kindly requests your assistance by lending us the City of Pharr mobile stage for use during this year's festivities.

If you need any additional information, please do not hesitate to call me at 956-843-2286.

Sincerely,

*Julian J. Gonzalez*  
Julian J. Gonzalez  
City Manager

*Place on 3-7-16 CC  
for ratification.  
(g)*



MAYOR  
Ambrosio "Amos" Hernández

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

CITY MANAGER  
Juan G. Guerra, CPA

## Executive Summary Letter

March 07, 2016

Sexually Oriented Business License **Renewal** –

Xoticas

### Background:

Xoticas is requesting renewal of the Sexually Oriented Business License. This request constitutes the 15th renewal for Xoticas.

The property is located at 4502 North Cage Boulevard. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and passed.

### Recommendations:

Staff recommends **approval** of the renewal of the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.

P:\Admin\SOBs\Xotica\_2001



## MEMORANDUM

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**DATE:** MONDAY, MARCH 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL –  
FILE NO. **SOB#010105** (XOTICA'S)

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### GENERAL INFORMATION:

**APPLICANT:** Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I).

**LEGAL DESCRIPTION:** The property is legally described as a 0.6081 acre tract of land out of a certain 0.88 acre out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 4502 North Cage Boulevard.

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

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

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

**POLICE CHIEF:**

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

**PLANNING DEPARTMENT:**

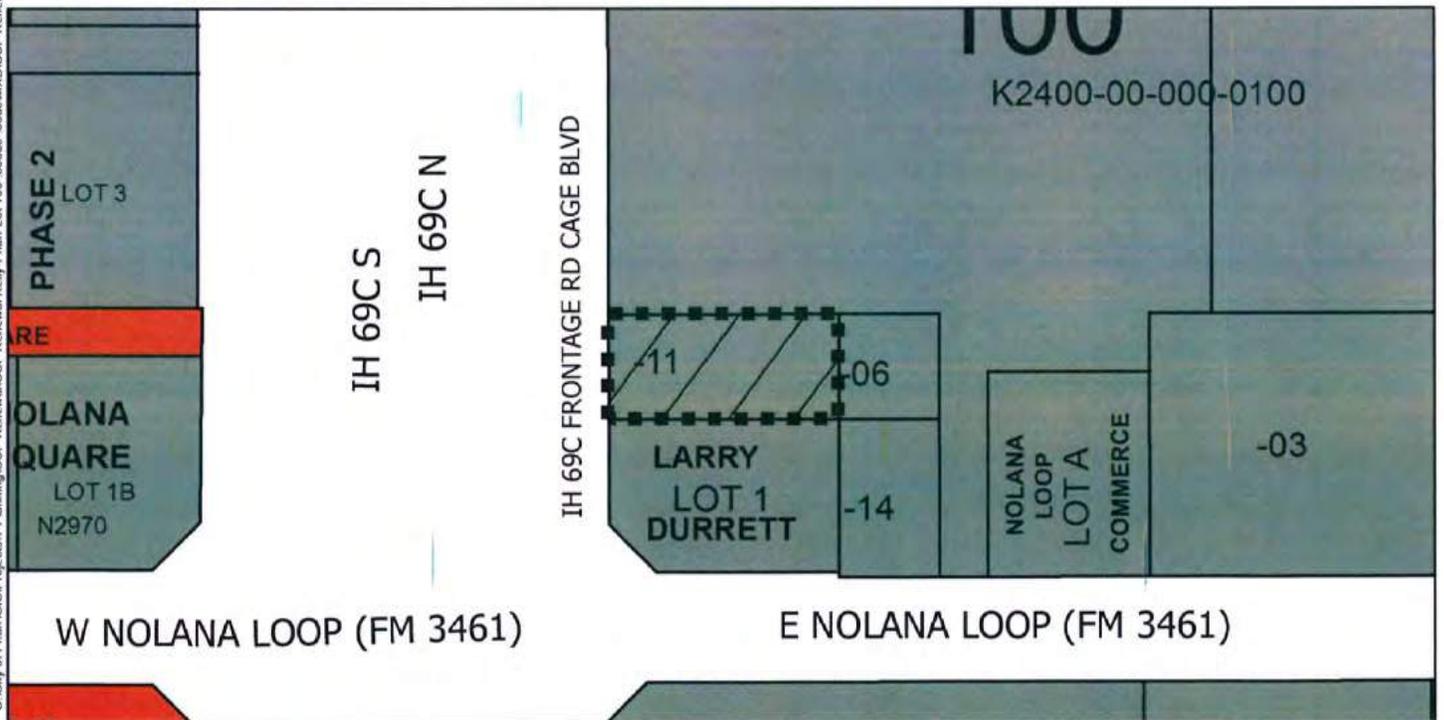
Recommends approval of the Conditional Use Permit. (See attached memo)

**DEVELOPMENT SERVICES**

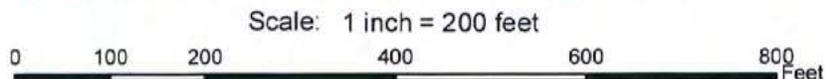
**RECOMMENDATIONS:**

Department of Development Services is recommending **approval** of the renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I) subject to the following conditions:

- 1) Applicant shall comply with all Sexually Oriented Business License requirements, any violation will terminate the Sexually Oriented Business License;
- 2) Applicant shall comply with all City of Pharr Ordinance requirements;
- 3) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Sexually Oriented Business License;
- 4) Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate the Sexually Oriented Business License;
- 5) This Sexually Oriented Business License shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal ninety (90) days before its expiration date;
- 6) An opaque buffer will be required;
- 7) The premise should not have any public display of any sign, banner, flag, pennant, balloon, photograph, symbol, neon light, fluorescent color indicating that the nature of the business may be Sexually Oriented Business; and
- 8) All employees must wear name tags or uniforms identifying them as employees of the establishment.



- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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**

3392

OWNER/APPLICANT: Kenneth Smartt PHONE: 956-740-0487  
 ADDRESS: 4502 W Cage  
 TYPE OF BUSINESS: Beach House Club NAME OF BUSINESS: Xotics  
 LEGAL: A.O. 6081 Lot 100 SUBD.: Kelly-Pharr

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) \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. NUMBER OF EXITS 4 \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. EXIT SIGNS \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 5. DOOR HARDWARE \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**ACCESSIBILITY:**

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

**ELECTRICAL:**

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

**MECHANICAL:**

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

**PLUMBING:**

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

**WATER HEATER:**

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

**GAS SYSTEM**

**PREMISE**

**GARBAGE CONTAINER**

\_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

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

- 1 At time of inspection, premise was found to be in
- 2 reasonable compliance with building codes
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

PREPARED BY: Edmund [Signature] DATE: 12/29/15

RECEIVED BY: Wynne [Signature] DATE: 12-29-15

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

December 21, 2015

XOTICAS  
4502 N CAGE  
PHARR, TX 78577

**INSPECTION STATUS - PASSED**

An inspection of your facility on Dec 21, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

DEC 22 2015

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

To: Melanie Cano, Interim Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 02/16/2016  
Re: Sexually Oriented Business License Renewal – File No. SOB#010105 (Xotica’s)

Kenneth D. Smartt Jr. [REDACTED] and Elizabeth Jimenez [REDACTED] d/b/a Xotica’s are requesting renewal of a Sexually Oriented Business License in a Limited Industrial District (L-1). The property is more fully described as follows:

- **Legal Description:** A 0.6081 acres tract of land out of a certain 0.88 acre tract out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 4502 N. Cage Blvd.
- **Contact Number:** 956-740-0487

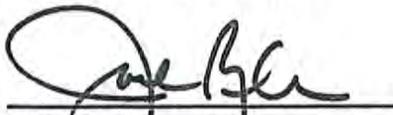
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

**REPLY**

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment and the updated reports submitted by TABC, at this time, I recommend approval subject to the following documented assurances.

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.
2. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tag’s and or uniforms that clearly identify them as employees.
3. All traffic entering or exiting this business must do so by exiting onto US 281 frontage road or onto Nolana Loop. All efforts must be made to prohibit traffic from exiting through private property.
4. 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.
5. 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.
6. The distance between Sexually Oriented Business and residential areas is strictly prohibited.

**Asst. Chief of Police**

  
Joel Robles  
Office: 956-402-4739  
Cell: 956-878-3233  
[joel.robles@pd.pharr-tx.gov](mailto:joel.robles@pd.pharr-tx.gov)

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

FEB 16 2016  




## MEMORANDUM

---

**DATE:** MONDAY, MARCH 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL –  
FILE NO. **SOB#010105** (XOTICA'S)

---

Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I). The property is more fully described as follows:

Legally description: A 0.6081 acres tract of land out of a certain 0.88 acre tract out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 4502 North Cage Boulevard.

Planning staff is recommending approval of the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.



“Triple Crown City”



MAYOR  
Ambrosio “Amos” Hernández

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

CITY MANAGER  
Juan G. Guerra, CPA

Executive Summary Letter

March 07, 2016

Conditional Use Permit for ABC –

Fuera De Lugar Restaurant

Background:

Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Fuera De Lugar Restaurant.

The property is located at 1101 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC-J & A Caso\_Fuera De Lugar dba Fuera De Lugar Restaurant \_2015

## MEMORANDUM

---

**DATE:** MONDAY, MARCH 07, 2016

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. **CUP#150101** (FUERA DE LUGAR RESTAURANT)

---

### GENERAL INFORMATION:

**APPLICANT:** Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 1101 East Nolana Loop.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the North, General Business District (C) to the South, Agricultural and/or Open Space District (A-O) and General Business District (C) to the East and Heavy Commercial District (C) and Agricultural and/or Open Space District (A-O) to the West. The area is generally designated for commercial, industrial and public/semipublic use in the Land Use Plan.

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

**FIRE DEPARTMENT:**

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

**POLICE CHIEF:**

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

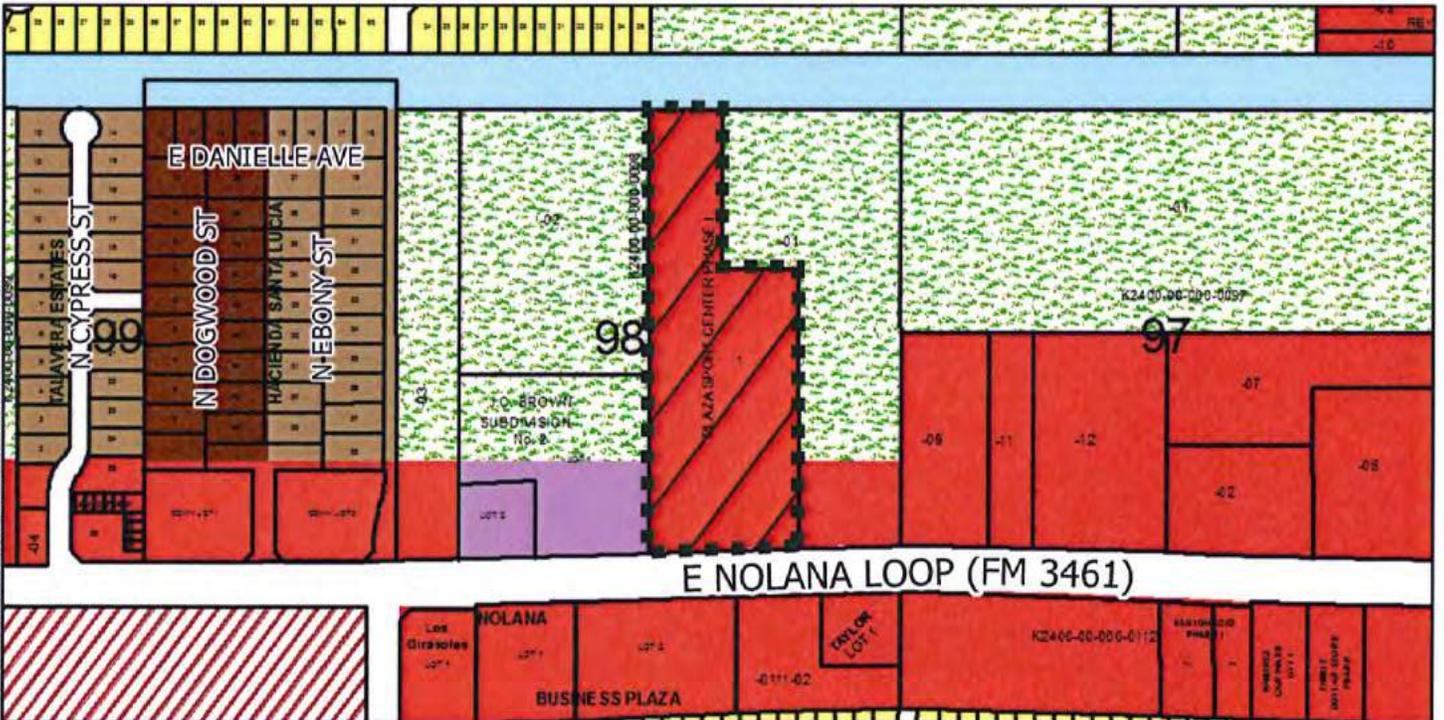
**PLANNING DEPARTMENT:**

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

**DEVELOPMENT SERVICES**

**RECOMMENDATIONS:**

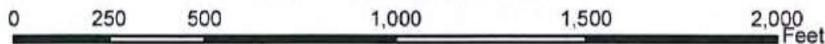
Department of Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Department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



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\0-CUP Plaza Sports Center Ph. I Lot 1\MXD\CUP Renewal Base.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     | PSJA ISD                 |
| Medium Density Multi-Family | Rail Road R.O.W.          | Heavy Commercial  |                         |                          |

Scale: 1 inch = 500 feet



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

4173

OWNER/APPLICANT: JOSE A CASO PHONE: 424-1169  
 ADDRESS: 1101 E MOLINA  
 TYPE OF BUSINESS: PLAZA SPORT COURT NAME OF BUSINESS: FUENA DE LUJAN  
 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: \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
     - 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 \_\_\_\_\_  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: BT/18 DATE: 2/15/16  
 RECEIVED BY: Alma Caso 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.

RECEIVED  
 PHARR DEVELOPMENT SERVICES DEPT.  
 FEB 16 2016



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

February 12, 2016

FUERA DE LUGAR  
1101 E NOLANA B  
PHARR, TX 78577

**INSPECTION STATUS - PASSED**

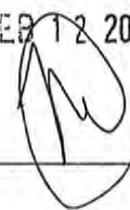
An inspection of your facility on Feb 12, 2016 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

FEB 12 2016

BY: 

To: Melanie Cano, Interim Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 02/15/2016  
Re: Conditional use Permit for ABC – File No. CUP#150101 (Fuera de Lugar Restaurant)

Jose Antonio Casas [REDACTED] and Alma Ofelia Casas [REDACTED] Fuera de Lugar LLC d/b/a Fuera de Lugar Restaurant, have filed with the Planning and Zoning Commission requesting for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** 0.071 of an acre, more or less, out of Plaza Sports Center Phase 1, Lot 1 Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1101 E. Nolana Loop
- **Contact Number:** 956-424-1169

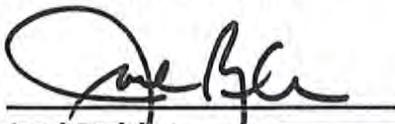
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

**REPLY**

Ms. Cano, 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.

**Asst. Chief of Police**

  
Joel Robles  
Office: 956-402-4739  
Mobile: 956-878-3233

[joel.robles@pd.pharr-tx.gov](mailto:joel.robles@pd.pharr-tx.gov)

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

FEB 15 2016



## MEMORANDUM

---

**DATE:** MONDAY, MARCH 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. **CUP#150101** (FUERA DE LUGAR RESTAURANT)

---

Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

**Legal Description:** As being a 0.071 acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 1101 East Nolana Loop.

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



“Triple Crown City”



MAYOR  
Ambrosio “Amos” Hernández

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

CITY MANAGER  
Juan G. Guerra, CPA

Executive Summary Letter

March 07, 2016

Conditional Use Permit **Renewal** for ABC -

D’s Paradise

Background:

Raul Fong is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 12th renewal for Raul Fong d/b/a D’s Paradise.

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

Recommendations:

Staff recommends **approval** of the renewal of the Conditional use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC\_R FONG dba D'S PARADISE\_2004



## MEMORANDUM

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**DATE:** MONDAY, FEBRUARY 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

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

---

### GENERAL INFORMATION:

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

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

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

**ZONING:** The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South, East and West. The area is generally designated for commercial use in the Land Use Plan.

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

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

**POLICE CHIEF:**

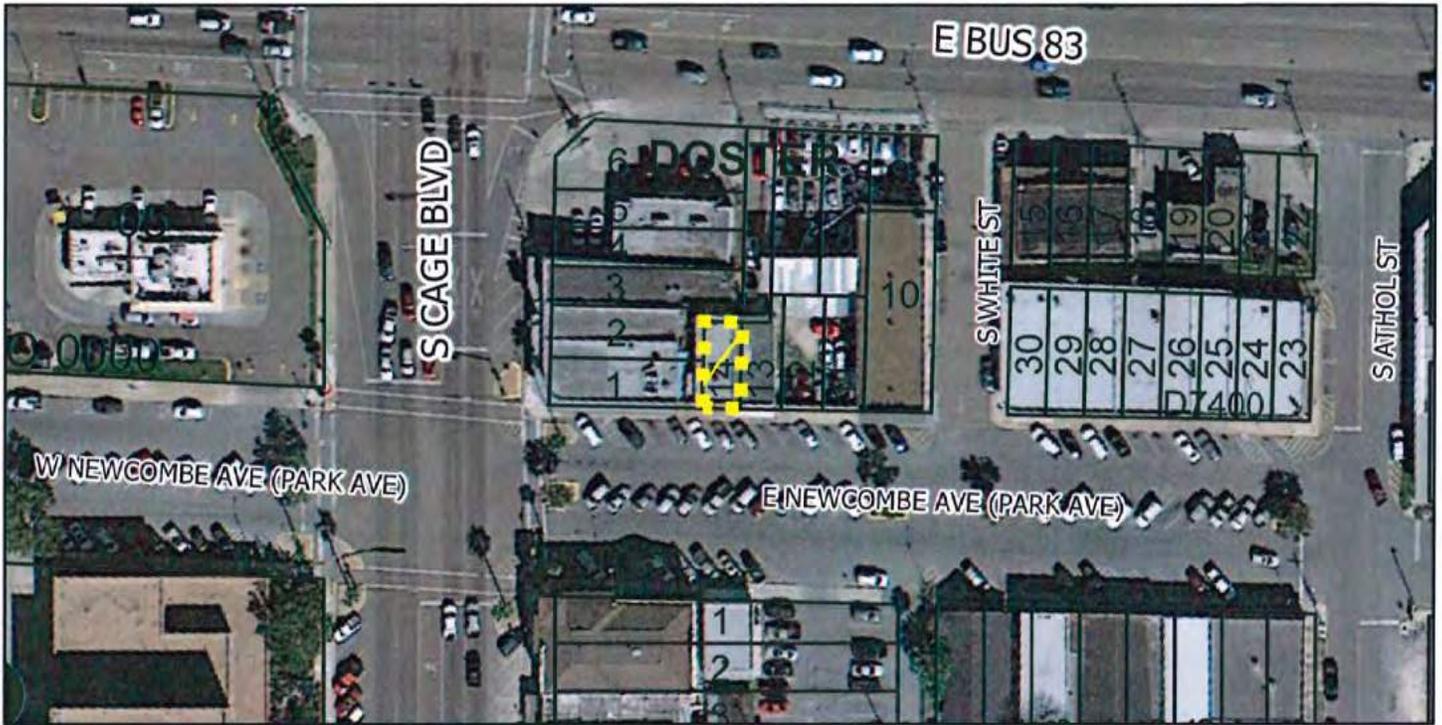
Recommends approval of the Conditional Use Permit. (See attached memo)

**PLANNING DEPARTMENT:**

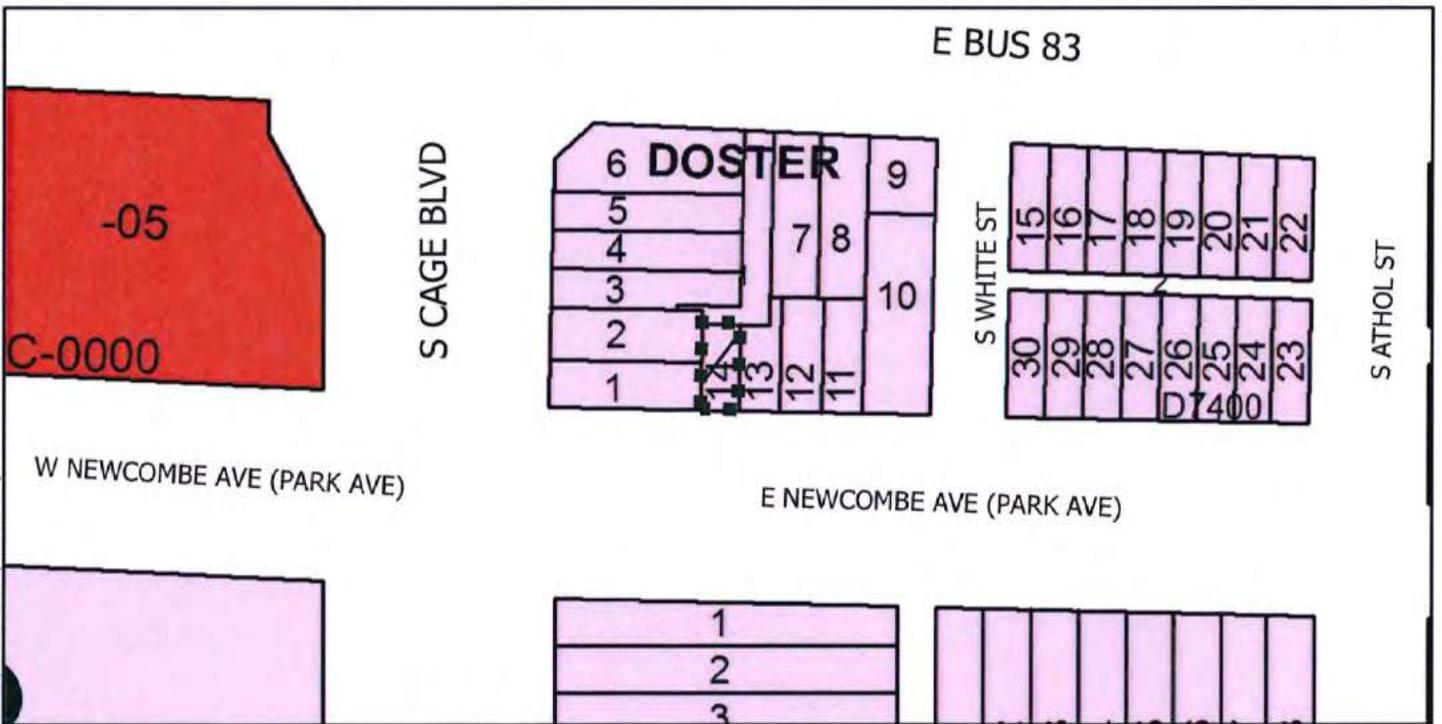
Recommends approval of the Conditional Use Permit. (See attached memo)

**DEVELOPMENT SERVICES RECOMMENDATIONS:**

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

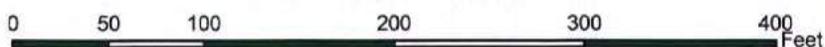


G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Renewal JT Doster BLK 1 Lot 14.mxd



- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 100 feet



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

3398

OWNER/APPLICANT: Raul Fouq PHONE: 956-787-0771  
 ADDRESS: 107 E. Welcombe Av.  
 TYPE OF BUSINESS: Bar NAME OF BUSINESS: D's Paradise  
 LEGAL: Lot 14 Blk 1 SUBD.: JT Doster

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

**BUILDING STATUS/STRUCTURAL:**

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

**MEANS OF EGRESS:**

1. OCCUPANT LOAD (IF APPLICABLE) \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. NUMBER OF EXITS \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING 2 \_\_\_\_\_ 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. At time of inspection, Premise was  
 2. Found to be in Reasonable Compliance  
 3. with Building Codes.  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

PREPARED BY: [Signature] DATE: 2/16/16  
 RECEIVED BY: TAMARA MENDOZA DATE: 2/16/2016

**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, Texas 78577  
Ph: 956-402-4400  
Fax: 956-475-3433  
fireprevention@pharrfd.net

February 23, 2016

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

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 23, 2016 revealed no violations.

Inspection Note At time of CUP re-inspection building was found to be in reasonable compliance.

8108 MARTIN TORRES  
Inspector

RAUL FONG

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

FEB 24 2016

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

To: Melanie Cano, Interim Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 02/15/2016  
Re: Conditional use Permit Renewal for ABC – File No. CUP#040213 (D’s Paradise Lounge)

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

- **Legal Description:** Lot 14, Blk. 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 107 E. Newcombe Ave. (Park)
- **Contact Number:** 956-787-0771

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

**REPLY**

Ms. Cano, 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.

Asst. Chief of Police



Joel Robles  
Office: 956-402-4739  
Mobile: 956-878-3233  
[joel.robles@pd.pharr-tx.gov](mailto:joel.robles@pd.pharr-tx.gov)



## MEMORANDUM

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**DATE:** MONDAY, FEBRUARY 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

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

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

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

Physical address: 107 East Newcombe Avenue (Park).

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

## MEMORANDUM

---

**DATE:** MONDAY, MARCH 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT FOR LIFE OF THE USE OVERSIZED STORAGE UNIT FILE NO. **CUP#160103**

---

### GENERAL INFORMATION:

**APPLICANT:** Roberto Torres Jr. has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit in a Single-Family Residential District (R-1).

**LEGAL DESCRIPTION:** The property is legally described as being all of Lot 40, Los Laureles Subdivision Phase 2, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 907 West Denise Drive.

**ZONING:** The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Single-Family Residential District (R-1) to the North, East and West and Agricultural and/or Open Space District (A-O) to the South. The area is generally designated for single family residential use in the Land Use Plan.

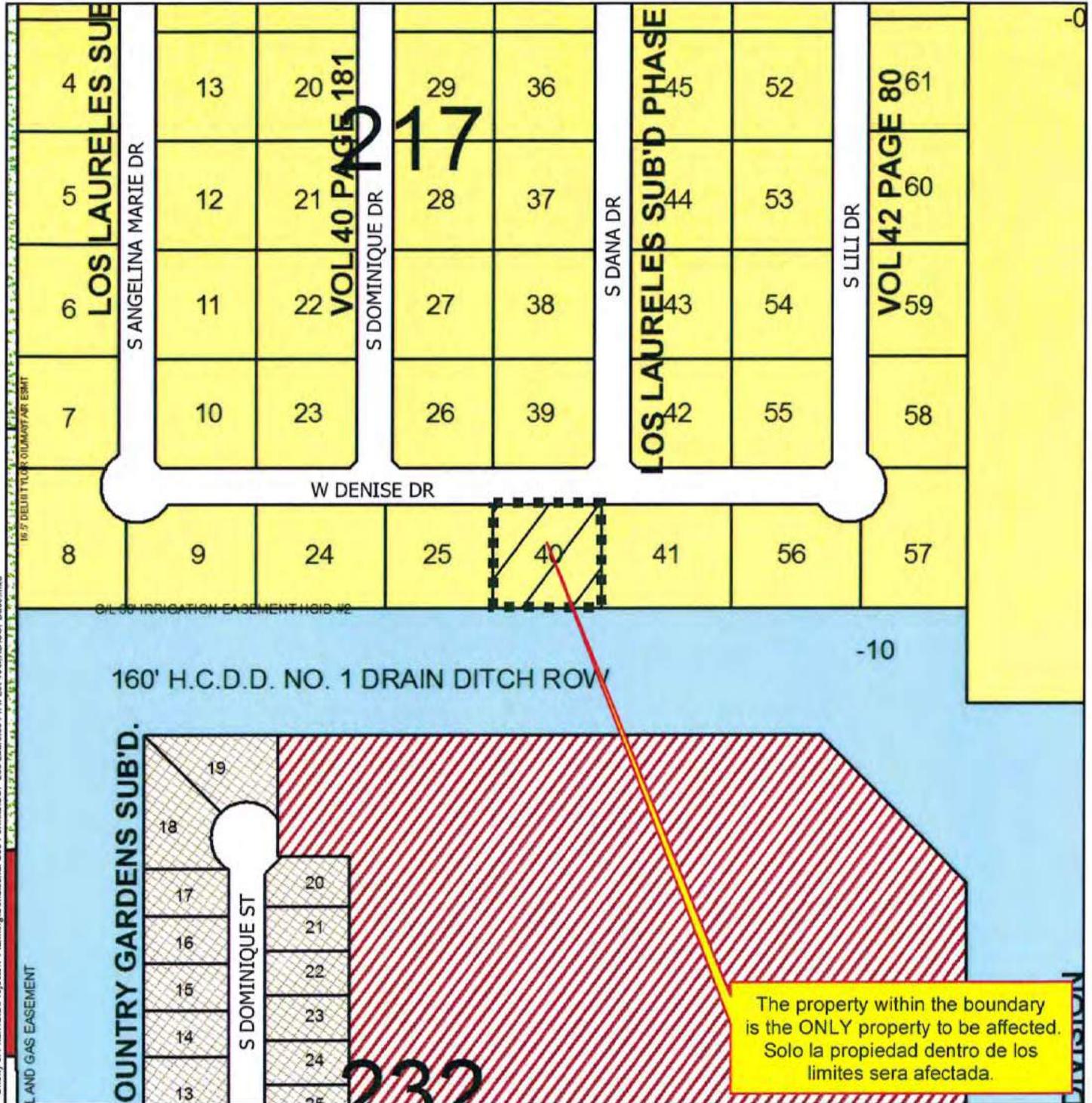
**NOTIFICATION OF PUBLIC:** Sixteen (16) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received one person in opposition of the item and one person signed up to speak at the public hearing.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit in a Single-Family Residential District (R-1) subject to the following conditions:

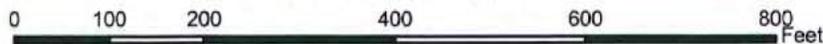
1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The storage unit shall not have a separate electrical service;
3. No living amenities shall be installed in the unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
  - Any change in use or change in extent of use, area or location.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING  
COMMISSION:**

Planning Commission voted by majority to approve the request with five (5) of the members voting yea and one (1) member voting nay for the approval for the Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit in a Single-Family Residential District (R-1) subject to staff's recommendations.



- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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                |                          |

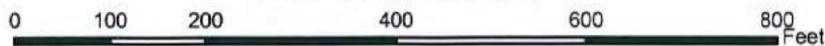




The property within the boundary is the ONLY property to be affected.  
 Solo la propiedad dentro de los limites sera afectada.

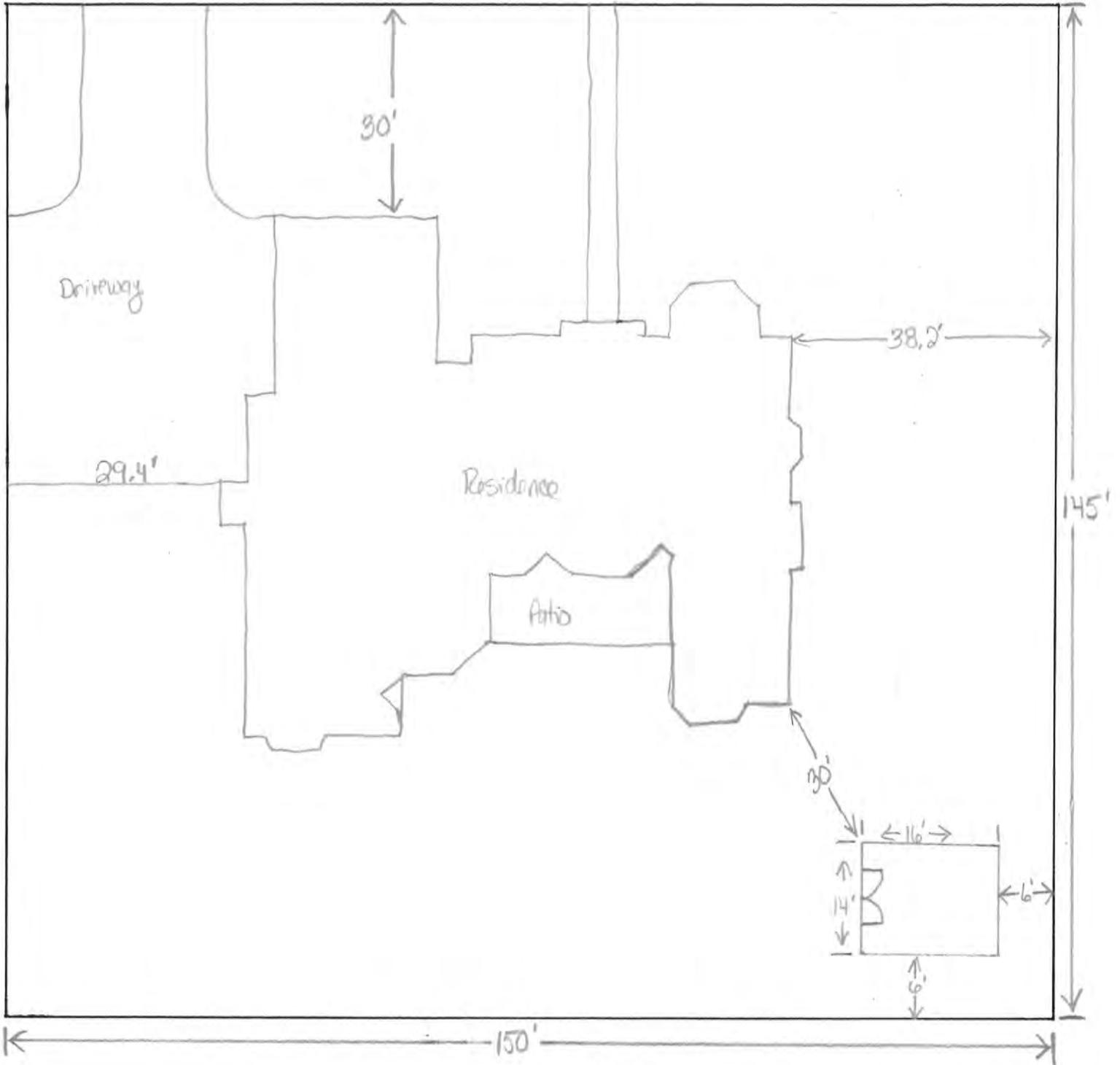
- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space     | High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

Scale: 1 inch = 200 feet



Date: 1/27/2016

907 W. Denise Dr. Pharr, TX 78577  
Lot #40



11' in Height (Storage Unit)

## MEMORANDUM

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**DATE:** MONDAY, MARCH 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT FOR A CHURCH –  
FILE NO. **CUP#160103** (CASA DE FE)

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### GENERAL INFORMATION:

**APPLICANT:** Lucina G. Gonzalez, representing Casa de Fe, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as being all of Lot 208, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 6703 South Jackson Road.

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

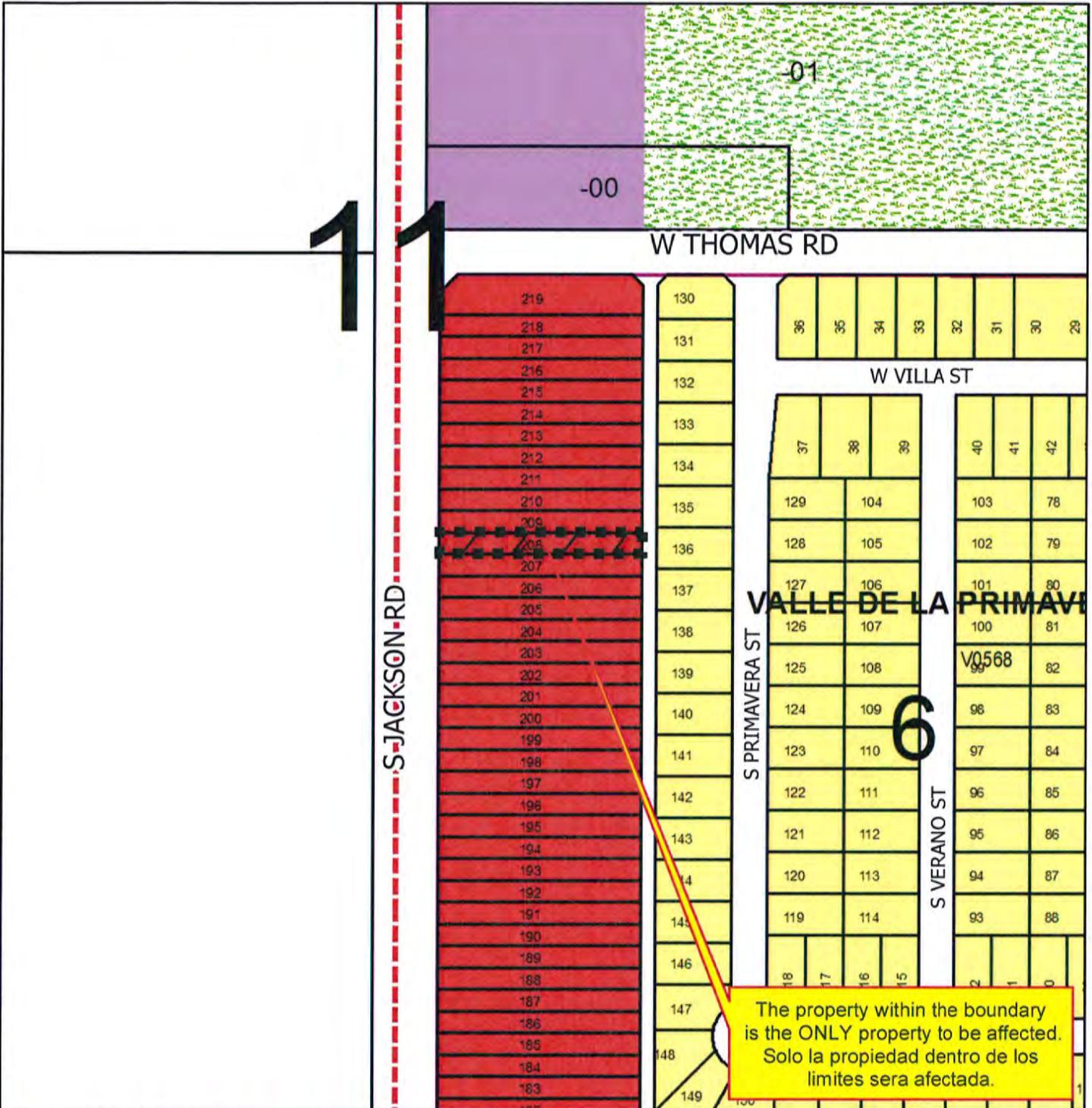
**NOTIFICATION OF PUBLIC:** Forty-two (42) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to the following conditions:

1. Parking requirements as per Ordinance;
2. If the need arises for expansion, it will be necessary for the Planning & Zoning Commission to reconsider this permit;
3. The applicant shall comply with the Landscaping and Sign Ordinance;
4. Any change in ownership or applicant conducting business shall terminate this Conditional Use Permit;
5. A building permit and Certificate of Occupancy will be required and current standard building codes must be observed.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location of the building being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING  
COMMISSION:**

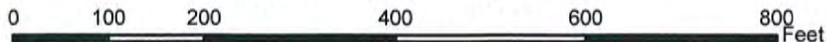
Planning Commission voted unanimously to approval the Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to staff's recommendations.



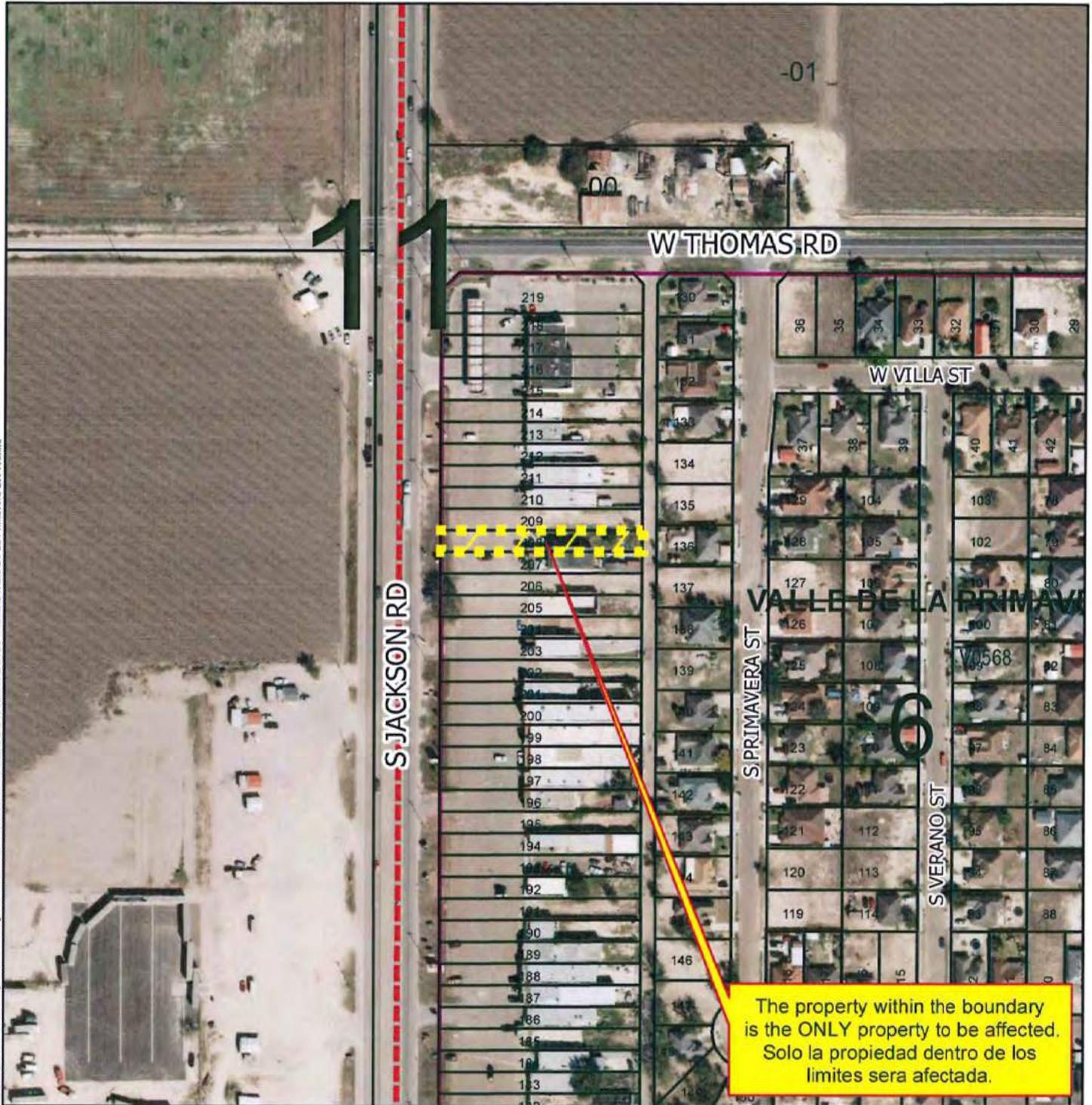
G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP VALLE DE LA PRIMAVERA LOT 40\MXD\Valle De La Primavera Lot 40.mxd

- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 200 feet



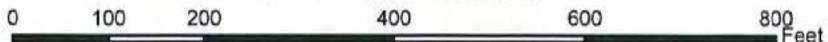
Date: 1/28/2016



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- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 200 feet



JACKSON RD



SITE PLAN

VACANT PROPERTY

6703 S JACKSON RD

VALLE DEL LA PRIMAVERA LOT 208



## MEMORANDUM

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**DATE:** MONDAY 07, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** PLANNING STAFF

**SUBJECT:** AMENDED INTERENLACE SUBDIVISION  
FILE NO. SUB#160202

---

### GENERAL INFORMATION:

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

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

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

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

**PROPERTY PROPOSED USE:** Warehouses.

**VARIANCES:** None requested.

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

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

**EASEMENTS:** 1) No Comment.

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

**FIRE PROTECTION:** 1) No Comment.

**WATER:** 1) No Comment.

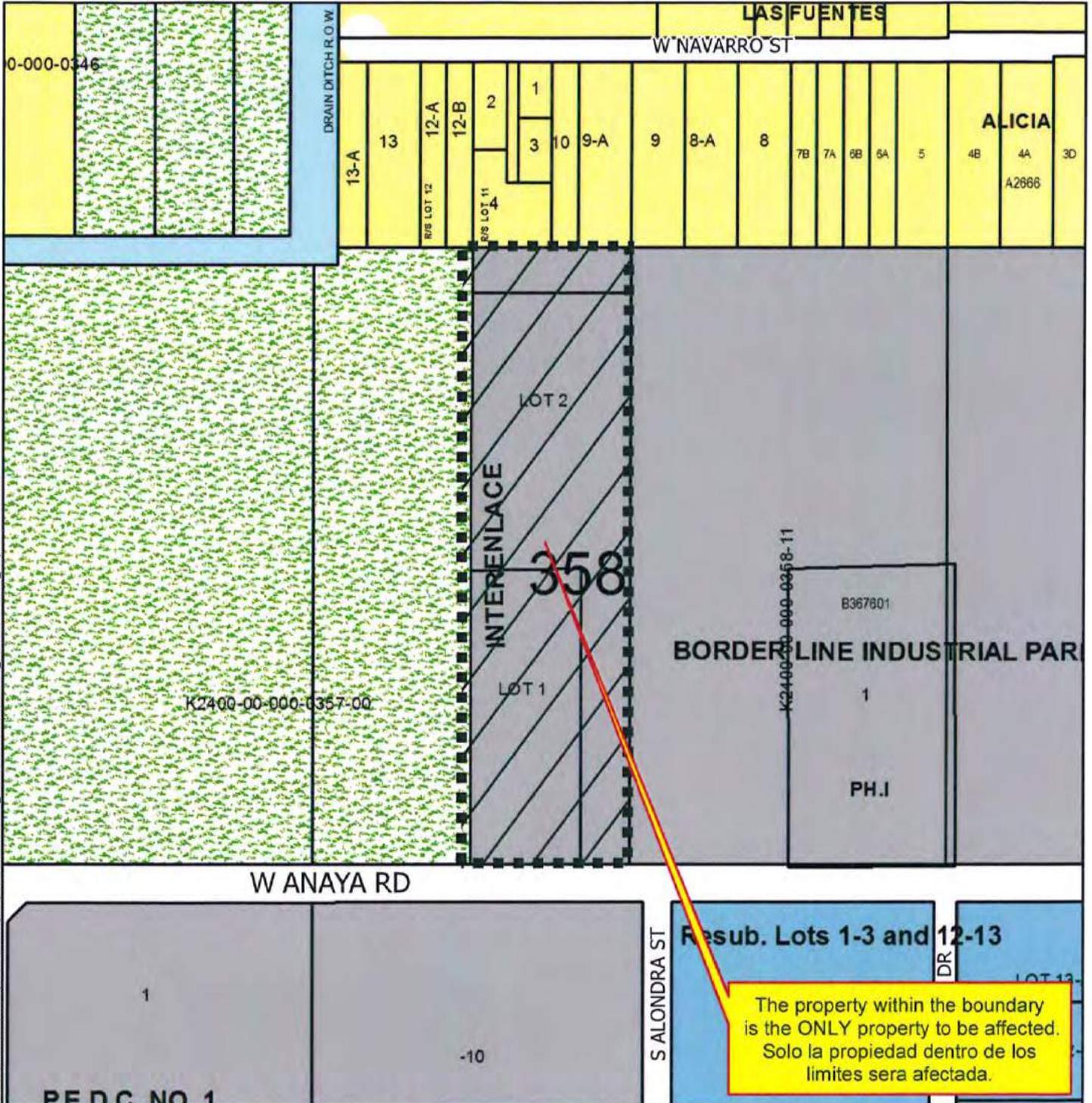
**SEWER:** 1) No Comment.

**DRAINAGE:** 1) No Comment.

**OTHER:**

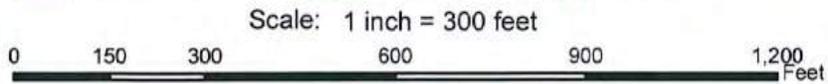
- 1) Mayor's name needs to be updated.
- 2) Update location map, streets and subdivisions need to be legible.
- 3) Plat note 7, replace the word new with Cedro Road.
- 4) Need to show amended lot line and new lot line.

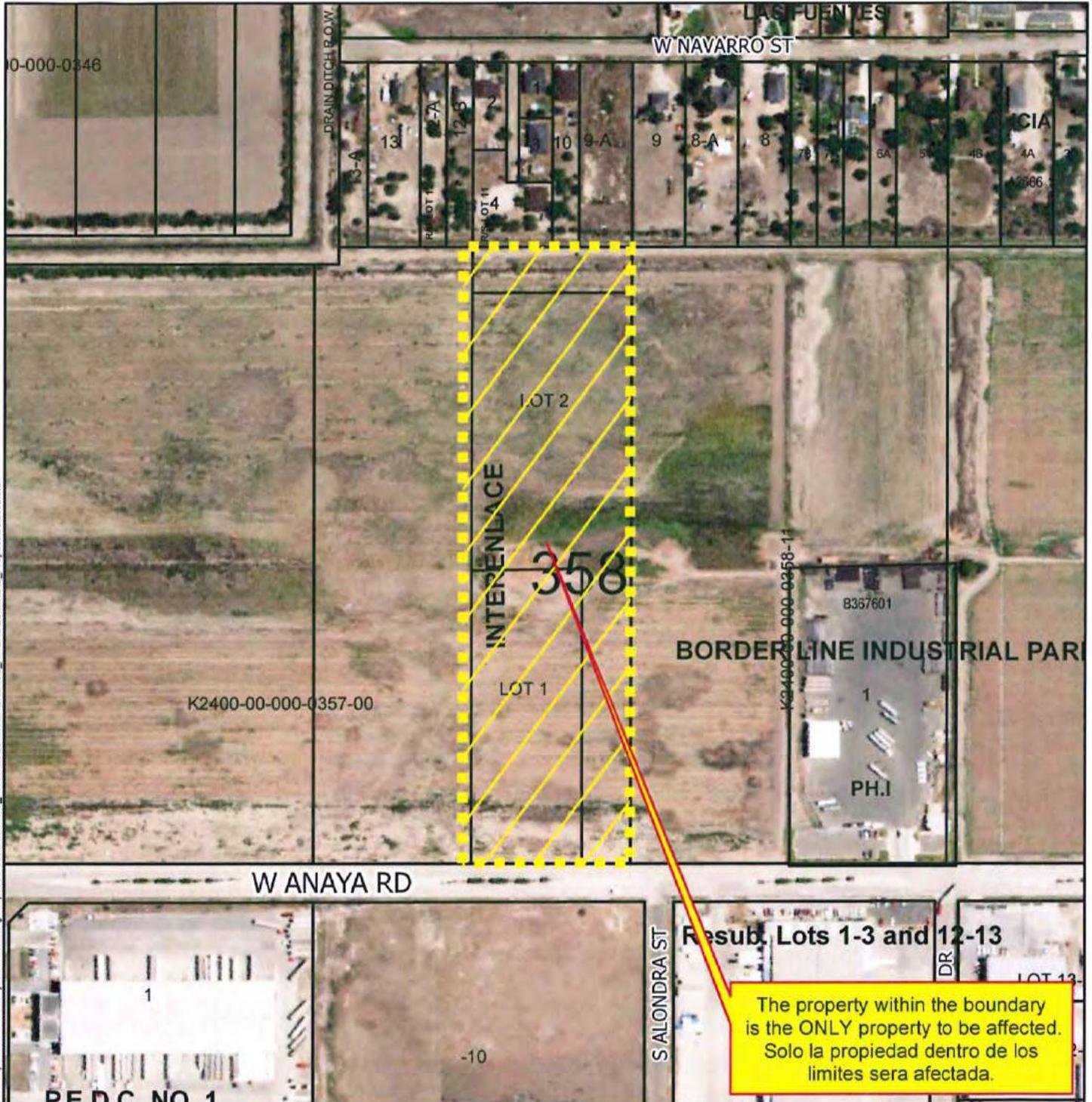
**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat approval of the proposed Amended Interenlace Subdivision.



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- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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                |                          |





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 = 300 feet





## MEMORANDUM

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**DATE:** MONDAY, FEBRUARY 22, 2016  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** PLANNING STAFF

**SUBJECT:** CAMPERO SUBDIVISION MASTER PLAN  
FILE NO. **SUB#151229**

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### GENERAL INFORMATION:

**APPLICANT:** Sam Engineering & Surveying Inc., representing Adolfo Campero, Manager, is requesting preliminary plat approval of the proposed Campero Subdivision Master Plan.

**LEGAL DESCRIPTION:** The property is legally described as being a 48.029 acre tract of land, being part or portion of Lot 358 and Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located between the 700 and 1200 Block of West Anaya Road.

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

**PROPERTY PROPOSED USE:** Warehouses.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Planning staff recommends preliminary plat approval of the proposed Campero Subdivision Master Plan subject to the following conditions:

**STREETS, PAVING  
AND R.O.W.:**

- 1) Label streets and subdivisions within the location map.

**EASEMENTS:**

- 1) 15 ft. easement on the East side of Lots 3 and 4 for sewer need to be exclusive to City of Pharr.
- 2) All easements for sewer, water and fire hydrants need to be exclusive to City of Pharr.

**SIDEWALK:  
ADA:**

- 1) Add plat note 7 to read: A 5 ft. sidewalk with ADA ramps and landing is required along the North side of West Anaya Road and the South side of West Cedro Avenue and along both sides of all interior streets at building permit phase.

**FIRE PROTECTION:**

- 1) See attach comments.

**WATER:**

- 1) See attach comments.

**SEWER:**

- 1) See attach comments.

**DRAINAGE:**

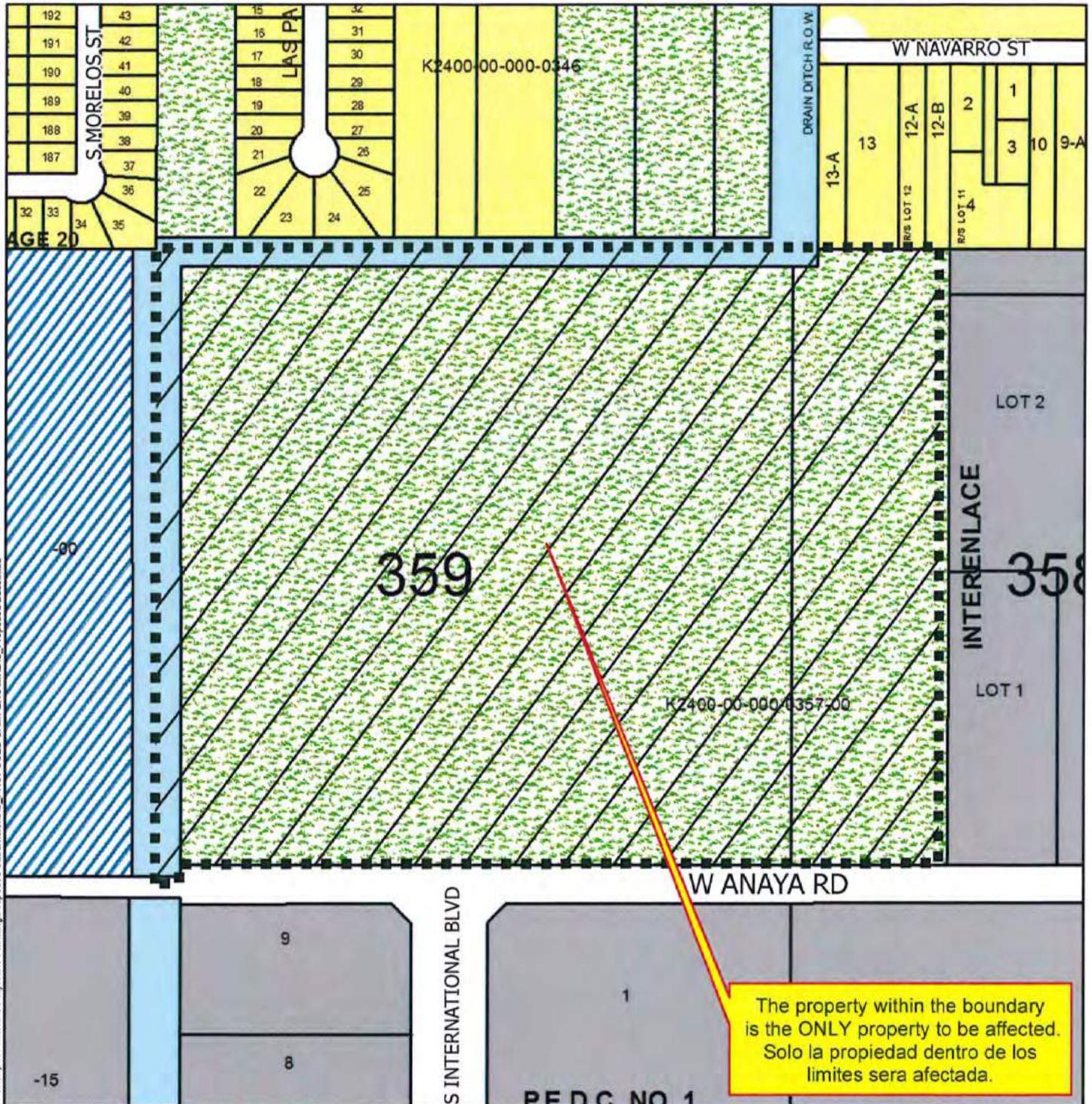
- 1) Within the Hidalgo County Irrigation District No.2 signature block, remove (UNLESS CONSENT IS OBTAINED).
- 2) Drainage needs to be on an as per Lot basis for plat note 9.

**OTHER:**

- 1) NOTE: Additional requirements may apply for issuance of building permits and will be addressed once building plans have been formally submitted to Building Safety Division. Applicant must proceed in obtaining any necessary building permits after subdivision has been recorded.
- 2) Verify the metes and bounds.
- 3) Verify the benchmark.
- 4) Will require a change of zone to Limited Industrial District.
- 5) Verify plat note 15, may require removal.
- 6) See attach comments.
- 7) Construction plans need to match plat needs to show same number of Lots.
- 8) Label all development phases.
- 9) A change of zone must be submitted.

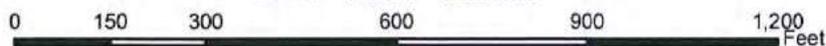
**PLANNING AND  
ZONING COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed Campero Subdivision Master Plan.



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- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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                |                          |





# Public Works Department Subdivision Comments

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Subdivision: Campero Subd.

Date: 2/9/2016

Plat review: 2/9/2016-2/11/2016

Commercial / Public 48.029 acres

## **Plat Notes:**

- R.O.W. shall be dedicated in compliance with Hidalgo County and City of Pharr Thoroughfare Plan
- Corner Clips shall be provided at a min. of 15' for residential, 25' for alleys and minor street intersections. And 30' for industrial and commercial zoned lots.
- All drainage easements (if any), shall be private within property and will be a minimum of 10'.
- Erosion and Sediment control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (TPDES) **NOTE ON PLAT**.
- Developer to construct fence for lots abutting/fronting any drain ditch regardless of who owns it. **NOTE ON PLAT**
- All service drives shall have a min. of 25' (Easement or ROW)
- 5' sidewalk with A.D.A. ramps and landings will be required to be constructed during construction permit phase along any street, unless otherwise stated. **NOTE ON PLAT**
- Storm Water Pollution Prevention Plan (SWPPP) will be required on any subdivision that is 1 acre or more. (will also be needed with lot is less than 1 acres but part of a larger common plan of development).
- Approved Drainage Report needed
- Additional R.O.W. needed if Thoroughfare Plan calls for it or city requires.
- Owners are to maintain detention areas. **NOTE ON PLAT**
- Detention areas that are 3 feet or deeper will require perimeter fence. **NOTE ON PLAT**
- Identify and label entire R.O.W. on plat
- If Private roads: "Owners will maintain and repair private streets and alleys."
- Owners to maintain R.O.W. and perimeter of subdivision. **NOTE ON PLAT**

## **General Notes:**

### *Storm water*

- All drainage construction shall comply with City of Pharr Standards
- A drainage report is required for all new subdivisions and/or development(s).
- Storm water detention measures shall be designed and constructed for all new subdivisions and or developments.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage.
- Minimum storm water drainpipe diameter shall be 18"
- Storm water drain inlets shall be spaced out to be every 500' (Maximum)
- Maximum of two 6' width Valley Gutter crossings may be used at intersections and shall not be placed on at through streets.
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre Construction Meeting.
- Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
- All proposed public storm water system shall be constructed within the street R.O.W. only.
- Discharge Permit from Hidalgo County Drainage District will be required if discharging to Drainage District canal.
- City of Pharr Discharge permit required if discharging to city owned storm drain system.
- Discharge Permit from Texas Department of Transportation via UIR system is required if connecting to TxDot System.
- Culverts shall be RCP w/Safety End Treatment (S.E.T.)
- Any detention control/structure shall bleed out via an 8" diameter pipe into an existing storm water system (public or private).
- Storm water runoff shall be detained to the Maximum Extent Practicable within subject property by means of detention structures (swales, ditches, ponds, etc.) before draining into a new or existing system.
- Drainage calculations shall be on a "per lot basis" if multiple lots.

# Public Works Department Subdivision Comments

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## Streets

- All streets, street design and paving widths shall comply with City of Pharr standards
- Except Arterials, streets without an intersection or turnaround shall not exceed 1,300 feet in length.
- Cul-de-sacs shall not exceed 600' from entrance road
- Gates shall be 40 feet from R.O.W. (Gated subdivisions shall be considered private subdivisions); Gates or fences for gated communities will not be permitted on street R.O.W.
- Curb and gutter shall meet City of Pharr Standards
- Minimum Pavement thickness requirements per City of Pharr Standards
- Soils with PI greater than 15 shall require lime.
- All paving tests/core samples shall be done by City of Pharr approved lab.
- All concrete curb/gutter shall meet 300 psi by the 28<sup>th</sup> day.
- NO street cuts allowed unless approved through permit by Public Works Department. (\$25.00 permit fee)
- State owned R.O.W. (street) that will require street/curb cut must obtain permit form TxDot office.
- New Subdivisions/developments will pave 1/3 street R.O.W.
- 

## Sidewalks

- 5' Sidewalks shall be required for all subdivisions and/or developments. (R.O.W. and internal streets)
- All sidewalk ramps shall be A.D.A compliant and painted Hazard Red.
- Sidewalks shall not have any obstructions.
- 

## Additional Comments:

- Consider all aforementioned standards manual guidelines/notes.
- Need S.W.P.P.P. with C.N.O.I. (more than 5 acres)
- Need permit/authorization from HCID #2 to build and/or cross irrigation line
- Need permit/authorization from Texas Eastern Transmission Corp. to build and/or cross over 50' easement.
- Any and all stormwater related issues will be considered during building permit stage.
- Driveway entrances/approaches shall be designed and constructed to city standards.
- 30x30 curb cut needed at entrance from W. Anaya Rd.
- International Blvd will be private per plat.
- Note # 9 needs figures for all lots (per lot basis)
- What is Note #15 for?
- Who approved note # 16?

SUBDIVISION: Campero Subdivision

DATE: February 9, 2016

**PLAT**

1. Update location map. Make arterial and collector street names legible (larger font size).
2. Note #2: location description is for BM #9 (#9 on Anaya and US 281)
3. Note #7: sidewalks on both sides of all interior streets/new streets.
4. Note #8: Use standard directive – All subdivision improvements shall comply TPDES.
5. Note #9: Use volumes from drainage report. Add “for this commercial development”. On Master Plan, write individual detention volumes for Lot 1 – Lot 5.
6. Note #16: Remove
7. If applicable, add note from H.C.I.D. and gas line company.
8. Set rods at corners (SW corner rod already in place)
9. No ROW dedication along east boundary. If International Blvd. is private, no ROW dedication along north boundary.

**SITE PLAN**

1. Provide elevation of services
2. Provide size of existing services
3. Street and drainage at building permit stage.
4. Water is looped to same source – check with Fire Dept.
5. Provide detail sheet
6. Lot 6? Not on Master Plan Plat

**DRAINAGE****ADDITIONAL COMMENTS**

1. SWPPP and CNOI for subdivision improvements
2. Will Master Plan include a detention area for all lots?
3. Provide documentation from H.C.I.D. and Lone Star Pipeline Company, LLC giving approval to build (street, building, parking lot, detention area, etc.) and install utilities across their easements.



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



Subdivision: Campero Subdivision (Plat Review)

Reviewed By: Felipe Pedraza Fire Marshal

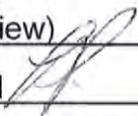
Date: 2/11/16

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

**Additional Comments:**

- Need to follow all of the above requirements also.
- Add note # 17 to read as followed: "All underground fire protection system (Fire Line and FDC Line) shall be installed by a licensed fire sprinkler company".
- Need to verify fire hydrant installation and spacing. Fire Hydrants shall be such that there will be a fire hydrant at every 300ft intervals in all industrial areas. If fire hydrants are to be installed, need to provide access.

Subdivision: Campero Subdivision (Plat Review)

Reviewed By: Felipe Pedraza Fire Marshal  Date: 2/11/16

**Natural Gas Line easement must be kept clear of any structures at all times.**

Need to provide a plan on what is going to be built in order to provide the proper fire protection for property.

# PLAT REVIEW FOR:

## *Campero Subdivision* *International Blvd. & W. Anaya Rd.*

\*\*\*\*\*

**COMMENTS:**      **Initials:** \_\_\_\_\_      **February 9, 2016**

**Approve**       **Approved with Conditions**       **Denied**

\*\*\*\*\*

**PLAT:**      1. UE exclusive to City of Pharr.  
                 2. Remove Lot #6 on utility layout plans.

**WATER:**      1. Tie-in to existing water line. Need to be wet taps.  
                 2. Install casing where water crosses Gas line and Irrigation line.  
                 3. Need (5) 12" valves with box.  
                 4. Follow City of Pharr Standard Manual on parts and materials, etc.

**SEWER:**      1. Need casing on sewer mains where it crosses Gas line and  
                                 Irrigation line.  
                 2. Follow City of Pharr Standard Manual on parts and materials, etc.

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

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

Signature: \_\_\_\_\_

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



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

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; AWARDED THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO

WHEREAS, the City of Pharr, Texas (the "City"), acting through its City Commission, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code Chapter 271, Subchapter C, as amended (the "Act"), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage and city lighting, (ii) streets, drainage and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system (iv) construction of a library and recreation center on City owned land (v) purchase of land for construction and remodel of Fire Station (v) professional services rendered in connection with the above listed projects;

WHEREAS, the City Commission authorized the publication of a notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2016 (the "Certificates") to the effect that the City Commission was tentatively scheduled to meet at 5:00 p.m. on March 7, 2016, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City's waterworks and sewer system (the "Waterworks and Sewer System") after the payment of all operation and maintenance expenses thereof (the "Net Revenues") in an amount not to exceed \$1,000, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates;

WHEREAS, such notice was published at the times and in the manner required by the Act;

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before March 7, 2016 or the date of passage of this Ordinance.

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, as amended, to pledge the revenues of the Waterworks and Sewer System to the payment of certificates.

WHEREAS, the City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act; now therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF PHARR:

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Certificate” or “Certificates” shall mean any or all of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016, authorized by this Ordinance.

“City” shall mean the City of Pharr, Texas and, where appropriate, its City Commission.

“City Commission” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Construction Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2016 Construction Fund established by the City and described in Section 4.3 of this Ordinance.

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

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

“Debt Service Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2016 Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, shall mean February 15, 2017 and each August 15 and February 15 thereafter until maturity or earlier redemption of such Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

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

“Paying Agent/Registrar” shall mean U.S. Bank National Association, Houston, Texas, and its successors in that capacity.

“Purchaser” shall mean the entity or entities specified in Section 6.1 hereof.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

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

“Registered Owner” shall mean the person or entity in whose name any Certificate is registered in the Register.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

Section 1.3: Recitals Incorporated. The recitals to this Ordinance are hereby approved by the City Commission and incorporated into and made a part of this Ordinance.

## ARTICLE II

### TERMS OF THE CERTIFICATES

Section 2.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total

authorized aggregate principal amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage and city lighting, (ii) streets, drainage and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system (iv) construction of a library and recreation center on City owned land (v) purchase of land for construction and remodel of Fire Station (v) professional services rendered in connection with the above listed projects.

Section 2.2: Designation, Date and Interest Payment Dates. The Certificates shall be designated as the "City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016," and shall be dated March 1, 2016. The Certificates shall bear interest at the rates set forth in Section 2.3 below, from the later of date of the delivery of the Certificates to the Purchaser or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15, 2017, and each August 15 and February 15 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 2.3: Numbers, Denomination, Interest Rates and Maturities. The Certificates shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on August 15 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Bond Number</u>	<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2018		
R-2	2019		
R-3	2020		
R-4	2021		
R-5	2022		
R-6	2023		
R-7	2024		

<u>Bond Number</u>	<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-8	2025		
R-9	2026		
R-10	2027		
R-11	2028		
R-12	2029		
R-13	2030		
R-14	2031		
R-15	2032		
R-16	2033		
R-17	2034		
R-18	2035		
R-19	2036		

**Section 2.4: Redemption Prior to Maturity.** (a) The City reserves the right, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2026 in whole or in part, in principal installments of \$5,000 or any integral multiple thereof, on August 15, 2025 or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) The Bonds maturing on \_\_\_\_\_, \_\_\_\_\_ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

<b>Term Bonds Maturing August 15, 20__</b>	<b><u>Mandatory Redemption Dates</u></b>	<b><u>Principal Amounts</u></b>
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The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before July 1, of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before July 1 of such year and which have not been made the basis for a previous reduction.

(c) Certificates may be redeemed in part only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon presentation and surrender of any Certificate for redemption in part,

the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(d) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 2.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Ricardo Perez Law Firm, PLLC, Pharr, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile, and the engagement of Bond Counsel in connection with the issuance of the Certificates is hereby authorized and approved. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

Section 2.6: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal or thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate

in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 2.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 2.9: Book-Entry Only System. The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities

thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.11 hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant or any other person, other than a Certificate holder, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Certificate holder as shown in the Register, of any amount with respect to principal of Certificates, premium, if any, or interest on the Certificates.

Except as provided in Section 2.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.10: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 2.11: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the

Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (b) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate holders transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 2.12: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 2.13: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

### ARTICLE III

#### FORM OF CERTIFICATES

The form of the Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate, and Form of Assignment shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations, including an insurance legend or statement, if any, as may be necessary or desirable and not prohibited by this Ordinance.

### ARTICLE IV

#### SECURITY FOR THE CERTIFICATES

Section 4.1: Pledge and Levy of Taxes and Revenues. (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund (hereinafter defined) and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) In addition, the City also hereby pledges the revenues to be derived from the City's waterworks and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$1,000, to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

(d) To pay the interest coming due on the Certificates prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 4.2: Debt Service Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2016 Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Construction Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2016 Construction Fund (the "Construction Fund") is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Certificates is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 4.4: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be

initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

## ARTICLE V

### CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. U.S. Bank National Association, Houston, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the Registered Owners of the Certificates, and shall be disbursed in accordance with this Ordinance.

Section 5.3: Certificates Presented. Subject to the provisions of Section 5.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## ARTICLE VI

### PROVISIONS CONCERNING SALE AND

#### APPLICATION OF PROCEEDS OF CERTIFICATES

Section 6.1: Sale of Certificates. The sale of the Certificates to the Purchaser at a price of \$ \_\_\_\_\_ (representing the principal amount of the Certificates of \$ \_\_\_\_\_, plus a net premium on the Certificates of \$ \_\_\_\_\_, and less an underwriter's discount of \$ \_\_\_\_\_), plus accrued interest on the Certificates from the date of delivery of the Bonds, in accordance with the terms of the Bond Purchase Agreement presented to and hereby approved by the City Commission, in substantially the form attached hereto as Exhibit C, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor of the City, the City Secretary and other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City, and the Mayor of the City and the City Secretary and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates, including the purchase of any bond insurance policy or policies necessary in connection with the sale of the certificates.

Section 6.2: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.3: Offering Documents; Ratings. The City hereby approves the form and contents of the Preliminary Official Statement, attached hereto as Exhibit D and the final Official Statement, attached hereto as Exhibit E, dated as of the date hereof, relating to the Certificates,

and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Commission, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Certificates that was deemed “final” by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

Further, the City Commission hereby ratifies, authorizes and approves the actions of the Mayor, City Manager Finance Director and the City’s financial advisor in seeking ratings on the Certificates from Standard & Poor’s Ratings Group and such actions are hereby ratified and confirmed.

Section 6.4: Application of Proceeds of Certificates. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (a) A portion of the proceeds in the amount of \$ \_\_\_\_\_ shall be applied to pay expenses arising in connection with the issuance of the Certificates, including the Underwriter’s Discount;
- (b) The remaining proceeds in the amount of \$ \_\_\_\_\_ shall be deposited into the Construction Fund created in Section 4.3 of this Ordinance.

Section 6.5: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

- (a) The City will use all of the proceeds of the Certificates to (i) provide funds for the purposes described in Section 2.1 of this Ordinance, which will be owned and operated by the City and (ii) to pay the costs of issuing the Certificates. The City will not use any portion of the proceeds of the Certificates to pay the principal of

or interest or redemption premium on, any other obligation of the City or a related person.

- (b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Certificates to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Certificates will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Certificates.
- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.
- (e) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.
- (f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Certificates to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.
- (g) The City represents that not more than fifty percent (50%) of the proceeds of the Certificates will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purpose of the Certificates within the three-year period beginning on the date of issue of the Certificates.
- (h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will
  - (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of

the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

- (i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Certificates not been relevant to either party.
- (j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.
- (k) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (l) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Certificates and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Certificates, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

- (m) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder, and may be relied upon by the Certificate holders and any subsequent Certificate holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by The Ricardo Perez Law Firm, PLLC, a red book recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Certificates to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 6.5 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 6.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

## ARTICLE VII

### CONTINUING DISCLOSURE UNDERTAKING

Section 7.1: Continuing Disclosure Undertaking. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB, financial information and operating data with respect to the City of the general type described in the Official Statement, being the information described in Exhibit F attached hereto. Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 7.2: Material Event Notices. The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax exempt status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional Paying Agent/Registrar or the change of name of a Paying Agent/Registrar, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any

other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section or Section 7.1 by the time required in such Section.

Section 7.3: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Section 7.2 of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Certificate holders and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE CERTIFICATE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change, legal requirements, a change in law, or a change

in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances and (2) either (a) the Certificate holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the Certificate holders and beneficial owners of the Certificates. If the City so amends the provisions of this Article it shall include with any amended financial information or operating data next provided in accordance with Section 7.1 an explanation in narrative form of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 7.4: Information Format. The City information required under this Article shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1: Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

- (a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity or redemption; or
- (b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable

obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 8.2: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.3: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such

date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.4: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.5: Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.6: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.8: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8.10: Preamble. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

*[signature page follows]*

PASSED AND APPROVED this 7<sup>th</sup> day of March, 2016.

CITY OF PHARR, TEXAS

---

Mayor

ATTEST

---

City Secretary

(SEAL)

Exhibits:

- Exhibit A – Form of Certificate
- Exhibit B – Paying Agent/Registrar Agreement
- Exhibit C – Bond Purchase Agreement
- Exhibit D – Preliminary Official Statement
- Exhibit E – Official Statement
- Exhibit F – Description of Annual Financial Information

**EXHIBIT A**

**FORM OF CERTIFICATE**

UNITED STATES OF AMERICA  
STATE OF TEXAS

CITY OF PHARR, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016

NUMBER DENOMINATION  
<sup>1</sup>R- \$ \_\_\_\_\_  
REGISTERED REGISTERED

<sup>2</sup>INTEREST DATED INTEREST <sup>2</sup>MATURITY  
RATE: DATE: ACCRUES DATE: <sup>2</sup>CUSIP:  
FROM:  
\_\_\_\_\_ % March 1, 2016 Date of Delivery August 15, \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

<sup>3</sup>THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of U.S. Bank National Association, Houston, Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified above payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest

<sup>1</sup> Initial Certificate shall be numbered T-1.

<sup>2</sup> Omitted from the Initial Certificate.

<sup>3</sup> The first sentence of the Initial Certificate shall read as follows:

“THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on August 15 of each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 2.3 of the Ordinance], upon presentation and surrender of this Certificate at the principal corporate trust office of U.S. Bank National Association, Houston, Texas, or its successor (the “Paying Agent/Registrar”), payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest payment date to which interest has been paid or duly provided for.”

payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable on February 15, 2017, and each August 15 and February 15 thereafter until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$\_\_\_\_\_ issued pursuant to an ordinance adopted by the City Commission of the City on March 7, 2016 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage and city lighting, (ii) streets, drainage and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system (iv) construction of a library and recreation center on City owned land (v) purchase of land for construction and remodel of Fire Station (v) professional services rendered in connection with the above listed projects.

<sup>4</sup>THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2027, in whole or in part, in principal installments of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

THE BONDS MATURING ON August 15, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
<b>Term Bonds Maturing August 15, 20__</b>		

---

<sup>4</sup> In the Initial Certificate, this paragraph shall read: "THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before July 1 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before July 1 of such year and which have not been made the basis for a previous reduction.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be

imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's waterworks and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF PHARR, TEXAS

\_\_\_\_\_  
Mayor

(SEAL)

COUNTERSIGNED:

---

City Secretary

\* \* \*



FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_

(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

\_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\* \* \*

**EXHIBIT B**  
**PAYING AGENT/REGISTRAR AGREEMENT**

SEE TAB \_\_\_\_\_

**EXHIBIT C**

**BOND PURCHASE AGREEMENT**

SEE TAB\_4

**EXHIBIT D**

**PRELIMINARY OFFICIAL STATEMENT**

SEE TAB \_

**EXHIBIT E**  
**OFFICIAL STATEMENT**

SEE TAB \_

## **EXHIBIT \_**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 7.1 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The audited financial statements of the City, but for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year.
2. The all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 and in Appendix B.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.



## MEMORANDUM

DATE: MARCH 07, 2016

TO: MAYOR AND CITY COMMISSION 

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CITY OF PHARR COMPREHENSIVE PLAN UPDATE

### ISSUE

Consideration and action if any, to adopt the revised comprehensive plan "Pharr into the Future, Your Vision! Pharr 2025".

### FINANCIAL CONSIDERATION

NONE

### STAFF RECOMMENDATION

Staff recommends approval on adopting the revised comprehensive plan "Pharr into the Future, Your Vision! Pharr 2025".

REC'D CC	
MAR 03 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

O-2016-

**AN ORDINANCE OF THE CITY OF PHARR, TEXAS, ADOPTING ALL ELEMENTS OF THE “PHARR INTO THE FUTURE, YOUR VISION! PHARR 2025”, AS THE COMPREHENSIVE MASTER PLAN OF THE CITY OF PHARR TO GUIDE THE GROWTH AND DEVELOPMENT OF THE CITY; PROVIDING MAPS DESCRIBING PROPOSED FUTURE LAND USES AND PROPOSED THOROUGHFARE PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Appendix A, Zoning Ordinance No. 82-13 of the City of Pharr Code of Ordinances states that this section is enacted in accordance with the comprehensive master plan to promote the safety, health, and general welfare of the community; and

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

**WHEREAS**, On January 8, 2015, the City entered into a professional services contract with Texas A&M Engineering Extension Service of College Station, Texas for general oversight and preparation of the comprehensive plan; and

**WHEREAS**, the City Commission appointed a stakeholders group consisting of citizen volunteers representing various community interests; and

**WHEREAS**, the Comprehensive Plan is comprised of the documents attached to this ordinance as Exhibit A and incorporated herein for all purposes as if fully set forth in full, including without limitation all exhibits and appendices to the Comprehensive Plan, all of which constitute and integral part of said Comprehensive Plan; and

**WHEREAS**, with the input of the public and Stakeholders Group, the Comprehensive Plan has been drafted and reviewed by City staff, the Planning and Zoning Commission and City Commission; and

**WHEREAS**, following such preparation and review of the Pharr Into the Future Plan, the City Council finds that it is in the best interest of the citizens of the City to approve and adopt the Comprehensive Plan as a general guide for growth and development of the City and its extraterritorial jurisdiction.

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

**SECTION 1.** The document entitled “Pharr Into the Future, Your Vision! Pharr 2025”, (hereinafter referred to for purposes of this ordinance as the “Comprehensive Plan”) is hereby adopted as the Comprehensive Master Plan for the City of Pharr to guide growth and development of the City. The Comprehensive Plan is attached hereto as Exhibit “A”, and made a part hereof for all purposes. A complete copy of the Comprehensive Plan shall be kept on file in the offices of the City Clerk and the Director of Development Services.

**SECTION 2.** The City of Pharr, Pharr Into The Future, Your Vision! Pharr 2025 supersedes and replaces the 2000 Comprehensive Plan.

**SECTION 3.** As set forth in more detail in the Comprehensive Plan, the Comprehensive Plan shall serve as a guideline for the City’s adoption of, or amendment(s) to the City’s various development regulations. To the extent required by state law, zoning regulations and amendments thereto shall hereafter be adopted in accordance with the Comprehensive Plan, and any zoning regulation(s) or part thereof that may deviate in any way from or add to the Comprehensive Plan shall be deemed to automatically amend the Comprehensive Plan, whether or not reference be made to the Comprehensive Plan in the ordinance adopting or amending such zoning regulation(s). With respect to any such zoning regulation that automatically amends the Comprehensive Plan, any requirement under state law that a comprehensive plan be amended after public hearing and after review and recommendation procedures set forth in the City’s zoning regulations, as amended, in accordance with Chapter 211 of the Texas Local Government Code, as amended. The Comprehensive Plan shall not constitute zoning regulations of establish zoning district boundaries.

**SECTION 4 – SEVERABILITY**

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

**SECTION 5 – SAVINGS CLAUSE**

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

**SECTION 6 – EFFECTIVE DATE; PUBLICATION**

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

Section 9 of the Pharr City Charter.

**SECTION 7 – REPEALING CLAUSE**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8 – CUMULATIVE**

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

**SECTION 9 – PROPER NOTICE AND MEETING**

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PHARR

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

ATTEST:

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

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PHARR

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

ATTEST:

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

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PHARR

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

ATTEST:

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



# Into the Future



City of Pharr Comprehensive Plan Update

November 2015

**Note: This report contains the most recent data, statistics, and source material available to the TEEX review team through November 2015. Maps were added from the existing plans and sources available from the City of Pharr.**

# Pharr Comprehensive Plan Update 2016 - 2025

**November 2015**

**Prepared For:**

City of Pharr Development Services  
118 S. Cage Boulevard  
Pharr, Texas 78577

**Point of Contact:**

Melanie Cano  
Interim Director Development Services  
[Melanie.Cano@Pharr-TX.gov](mailto:Melanie.Cano@Pharr-TX.gov)  
956.402.4242

**Prepared By:**

Texas A&M Engineering Extension Service  
Knowledge Engineering  
200 Technology Way  
College Station, Texas 77845

**Point of Contact:**

Lisa Mutchler  
Program Director  
[Lisa.Mutchler@TEEX.TAMU.edu](mailto:Lisa.Mutchler@TEEX.TAMU.edu)  
979.458.6710

## **City Commissioners**

Dr. Ambrosio Hernandez, Mayor

Eleazar Guajardo, Commissioner Place 1

Roberto "Bobby" Carrillo, Commissioner Place 2

Oscar Elizondo, Jr., Mayor Pro Tem, Commissioner Place 3

Edmund Maldonado, Jr., Commissioner Place 4

Ricardo Medina, Commissioner Place 5

Mario A. Bracamontes, Commissioner Place 6

## **Administration**

Juan Guerra, City Manager

Edward M. Wylie, Assistant City Manager

## **Development Services**

Melanie Cano, Interim Director

Roland Gomez, Senior Planner

## **City of Pharr Awards**

**2004 Preserve America City**

**2005, 2006, 2007 National Trust for Historic Preservation**

**2006 All- American City**

**2006 Exemplary Service in Public Education Pharr-San Juan-Alamo ISD  
and the City of Pharr**

**2014 and 2015 HEB Community Challenge**

## **Acknowledgements**

We would like to acknowledge the following individuals for contributing their time and expertise to the development of this plan.

### **2025 Pharr Comprehensive Plan Steering Committee Members**

Sergio Cortez

Alfredo Flores

Stanley Francis

Xavier Garcia

Flor Martinez

Raul Martinez

Rafael Munguia

Monica Pena

Joe Rodriguez

Robert Sanchez

Juan Serna

Jose Torres

Jaime Villarreal

Richard Villarreal

Rolando Vega

Juan Willingham

Danny Wylie

#### **TEEX**

John Adams

Cindy Barnett

Paul Guimaraes

Lisa Mutchler

SueAnn Palmore

Jennifer Prochazka

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# EXECUTIVE SUMMARY

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- The dynamic growth of the City of Pharr and the surrounding region is directly related to the strategic location on the Texas-Mexico border.
- The robust infrastructure planning and focus on the future development of all areas of the City allows for objective growth projections and enhancement of the current city.
- One of the most important strategic elements is the location of the City-owned Pharr International Bridge which links an enormous daily flow of trade goods and services between the US and Mexican markets.
- The development and enhancements to the commercial and industrial trade areas adjacent to the bridge will promote the attraction of business and jobs to the City.
- Progressive enhancement to the downtown area in terms of infrastructure improvements, new business attraction, and services for the community will be critical to the resilience and sustainability of the community.
- Continued cooperation with Texas Department of Transportation (TxDOT) and regional planning entities will be critical for the enhancement of traffic flow on the two primary arteries of the City – US 83 and US 281 (co-signed with I-69).
- Branding of the City of Pharr as a growing and diverse community, and center of trade and commercial activity will facilitate all planning to enhance the sustainability of the community.
- The City of Pharr's location among numerous communities will require continued ongoing efforts to ensure Pharr is a part of all aspects of regional planning and infrastructure enhancements connecting the City with its many neighbors.
- Leadership and governance is critical to developing long term plans, objectives, and programs to highlight the distinctive aspects of the community as well as ties with the region.
- The planning for the addition of the southern Pharr land development in the ETJ is a critical component of the City's growth. Land use consideration and the services to be offered will be key to the community's growth and branding.
- The Community Outreach Citizen Survey conducted with citizens across the City provided a quality means of feedback on the priorities and services to be considered in future City planning. Items that garnered the most attention were the need for parks, a pedestrian-walkable-friendly community, enhanced public transportation, and concerns about traffic congestion.
- Youth oriented programs in sports, education, and library services are critical to the young growing City. The robust sports program is in need of expanded facilities to address the demand. The library services and programs are extensive and expanding to address the demands of the increased number of local users.

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# RECOMMENDATIONS

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- Maintain open dialog with state, federal, and international agencies to insure smooth operations and expansion of trade via the Pharr International Bridge. The bridge is a critical strategic advantage to the community and region and bodes well for value-added commercial growth and revenue for the City of Pharr.
- Develop, craft and adopt an annexation plan and strategy to incorporate the pending Extra-Territorial Jurisdiction (ETJ) location and a diversified land use plan to maximize both the development of commercial services near the Pharr Bridge as well as mixed residential.
- Develop a robust 'branding' campaign to highlight the strategic location of Pharr both as a destination location for tourists and retail/hotel expansion as well as a leading international port-of-entry.
- Investment in major infrastructure to address current and future needs is paramount. Implementation of an aggressive Capital Improvement Plan (CIP) given the projected near and long term population growth will be imperative.
- Reignite interest in the enhanced revitalization of the downtown commercial and retail district with use. Continued programs such as the façade improvement program and the Pharr Downtown Living Initiative are items to consider.
- Maintain an active dialog with adjacent communities to insure and capitalize on the coordination to enhance infrastructure and transportation needs, medical and health care services, educational opportunities, international trade, and business attraction to the Rio Grande Valley Region.
- Ensure development related codes and ordinances are current and the local development review process is well defined and streamlined to facilitate the continued growth of the City's new investment and a wide-range of housing options.
- Ongoing engagement with community wide groups, retailers, education leaders, citizens, and clients is needed to assure the perspective of the community is addressed with the future location, for example, of new City parks, library facilities, and public transit options.
- Remain steadfast in developing and applying for a designated Foreign Trade Zone (FTZ) designation for the commercial area adjacent to the Pharr International Bridge.
- Work with local school districts and area community and technical colleges to expand technical, vocational, and specialized training.

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# INTRODUCTION

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## PLANNING CONTEXT, LEGAL BASIS, PLANNING AREA

The Comprehensive Plan is a statement of Pharr's vision for its future and a guide to achieving its goals over the next decade. The plan includes responsive strategies for addressing issues identified through the public planning process that are both fiscally responsible and politically feasible. This plan aims to enhance the characteristics that shape Pharr – which, in turn, influences land use compatibility, economics, mobility, and quality of life. Pharr's Comprehensive Plan provides the legal basis for City regulations and policies that guide the physical and economic growth of the City over time.

### **Location**

The City of Pharr is located in the southern portion of Hidalgo County in South Texas. Approximately 23.72 square miles, Pharr is located between the cities of McAllen and San Juan, and is connected via bridge to the Mexican City of Reynosa, Tamaulipas. Pharr is part of the McAllen-Edinburg-Mission metropolitan statistical area – a rapidly growing part of both Texas and the United States. Pharr is served by U.S. 281 from north to south and U.S. 83 from east to west, intersecting in the middle of the City.

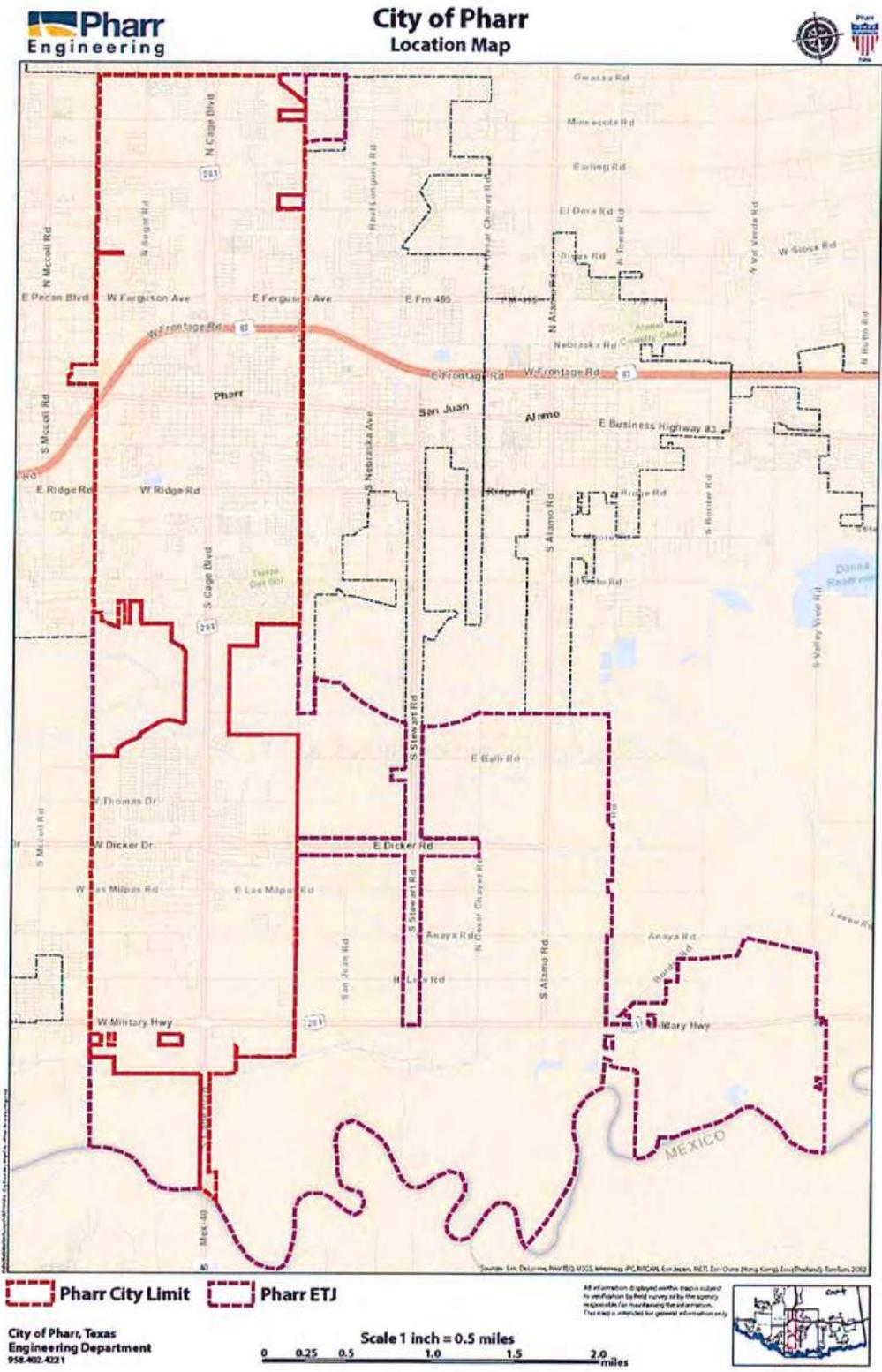
### **Planning Area**

For the purposes of this plan, the planning area is described as the City limits of Pharr and its Extra-Territorial Jurisdiction (ETJ), encompassing a total of 33,007 acres or 51.5 square miles. Of this, approximately 15,179 acres or 23.7 square miles encompasses the current City limits. Figure 1 depicts Pharr's current City boundary map with the ETJ area outlined in yellow. The ETJ is about 17,828 acres or 27.86 square miles.

Pharr is in the southern central part of Hidalgo County which is designated in Figure 2, Hidalgo County Boundary Map.

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Figure 1: City of Pharr Boundary Map



Source: City of Pharr Development Services

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## **Why Plan**

The Texas Local Government Code grants municipalities the ability to adopt a comprehensive plan for the long-range development of a city. While cities may decide the content of their plan, comprehensive plans generally include guiding principles related to land use, transportation, utilities, and growth. This Comprehensive Plan assesses the growth and development of Pharr and provides legal basis to guide the creation and update of development regulations, including zoning ordinances and subdivision regulations.

Once adopted and established as the Comprehensive Plan guiding Pharr's physical and economic development, zoning changes should be considered and acted on in compliance with the adopted strategies of the Comprehensive Plan. This plan should be used to make decisions about private development applications, public utility extension and public infrastructure project's priorities.

## **Scope of the Comprehensive Plan**

The scope of work includes the update of Pharr's Comprehensive Plan (2000), including the following existing sections: Image, Land Use, Economic Development, and Transportation. The plan elements have been renamed, combined, expanded upon and reordered with this update to reflect the most current data available.

A comprehensive plan does not constitute zoning regulations or establish zoning district boundaries, and is not a development regulation. It does, however, establish the vision for the City of Pharr that will be used to guide decisions made at all levels, from the Mayor and City Commission, to the City Manager and other City staff. The decisions made at all levels should support the vision established for the City of Pharr, making the process and outcomes more consistent and predictable for both the residents and the development community. The plan is intended to be flexible, as to respond to future uncertainty and opportunity, while specific enough to provide direction for consistent decision making at all levels.

The purpose of the Plan is to establish clear goals and policies that accommodate anticipated growth and guide future development. The Plan facilitates economic development, protects existing neighborhoods, enhances mobility, creates opportunity, and focuses on community.

## **PLAN CREATION PROCESS**

In order to facilitate a thorough and comprehensive update to the City of Pharr's Comprehensive Plan, TEEX reviewed numerous City documents, the 2000 Comprehensive Plan, as well as conducted interviews with local, county, and state leaders.

TEEX's process to create the Plan update comprised the following:

1. TEEX collected data and input via public meetings, community outreach at City events, surveys, steering committee recommendations, and feedback from other relevant organizations.
2. TEEX reviewed this information and validated with other primary and secondary resources in order to prepare and rank for the document.
3. TEEX was then able to craft and document the plan update with the vision statement, strategies to achieve goals, and action needed to accomplish the objectives.
4. TEEX then provided a leadership review with designated City officials to preview the findings and recommendations.
5. The final step in the process is the City's adoption of the updated comprehensive plan, which TEEX will return to Pharr to present.

## CITY VISION

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

- I. Promote the City of Pharr as a community in which to live, work, and play;
- II. Protect existing residential uses from the impacts of new suburban developments;
- III. Manage growth to achieve an efficient and orderly community;
- IV. Provide a diversity of quality housing types for all ages and income levels;
- V. Promote commercial, retail, and employment land uses that are compatible with adjacent land uses and meet economic goals;
- VI. Direct development into identified growth areas;
- VII. Reduce automobile dependency in growth areas by efficient organization of land uses and other methods; and
- VIII. Promote cost efficient and logical expansion of infrastructure.

During the information gathering phase of the master planning process, City leaders were interviewed to ascertain their vision on future growth and development of Pharr. Insights were captured during one-on-one interviews and small group meetings.

Ideas the City leaders have for the next 10 years are very much in sync with Pharr's stated vision. In summary, City leaders believe:

**Relationships are key to stronger communities.** This includes building rapport and becoming more engaged with citizens by bringing services/activities to the citizens where they are; linking with partners from Mexico; connecting with all the school districts in Pharr; demonstrating a cooperative spirit with county cohorts and supporting the creation of a regional Metropolitan Planning Organization. Regionalism is also important in strengthening the image and perception of the Valley. City leaders want to strengthen relations with federal and state agencies who oversee International Bridge operations and assets so that further development of the bridge on both sides of the border is expedited as much as possible.

**Attraction of new, and expansion of existing businesses are key to the prosperity of Pharr.** By strengthening the role of the City of Pharr's Economic Development Corporation through its leadership and involvement with developers, and providing smart incentives for appropriate business attraction/expansion deals, Pharr can evolve into the place where businesses want to be. City leaders becoming involved in the beginning, when deals are being crafted (international, medical, bridge), will be in a position to have an impact on industry decisions. Reviving the Chamber of Commerce will give businesses a go-to place for networking and connecting to like-businesses. Consideration of additional big box retail stores while mindful and supportive of entrepreneurs/small business creates diversity in

the tax base. Along with increasing the tax base through business development, City leaders plan to continue the movement to have a Foreign Trade Zone in Pharr. Lastly, City leaders believe downtown revitalization will encourage more shopping and trading downtown along with business opportunities.

**Accessibility to technology and information is critical to educating people out of poverty.** This accessibility includes installing Wi-Fi in all schools in Pharr, having Wi-Fi accessible to all citizens in Pharr and building a research and library center in South Pharr.

**Impacting Pharr's quality of life is a top priority.** City leaders are focused on sponsoring festivals that are family oriented; increasing the number of parks and/or upgrading existing parks and green spaces throughout the City so that parks are easily accessible within neighborhoods; creating more of a family type community; having year-round youth programs; strengthening the community arts programs; and developing hiking, biking and walking trails. City leaders also want more fields built in order to sponsor and host outdoor sporting events. Improving roads throughout the City is also very important to the City leaders. Lastly, more affordable residential housing is a top concern.

**The City should run as efficiently as possible to save tax payers money and time.** Key to proficiency is consolidation of the City's grants department, reducing property taxes and water rates, beginning a water conservation program and developing leadership within the City departments (team building, establishment of an executive leadership program, leading by example). Regionalism throughout the Rio Grande Valley can maximize resources as well as present a larger force when applying for Federal and State dollars. Pharr will be known as the "Friendliest City in the Valley".

**Ease of getting around in Pharr is vital to growth and development.** A pledge by City leaders is the repair of all roads by 2019. Of equal importance is the building of the Congestion Relief Freight Corridor from the International Bridge to I-2, connecting the International Bridge to I69E (US77) and I69W (US281) and support of the loop tollway. Instituting a Valley-wide transportation system will aid residents and visitors and provide relief to congested areas. In order to grow both residentially and commercially, City leaders realize the importance of getting from point A to point B as quickly as possible.

**Exemplary education should be accessible to all children and adults in the City.** Partnering with local schools to establish noteworthy programs to engage children in learning and introduction to work skills is important to the City leaders. Increasing the number of higher education opportunities is also essential. For example promoting the recent merger to create the University of Texas – Rio Grande Valley; construction of and building of the Texas A&M Campus – South Texas; creation of a Public Safety Academy training center; creation of a diesel mechanic school in South Pharr and the extension of the medical school in order to have a hospital in Pharr, can lead to higher wages and more opportunities to live and work in Pharr.

**Public safety is important as the City grows.** With the increase in population and expansion of the City limits, City leaders envision an increased number of fire stations and police departments. They are also supportive of a Valley-wide Command Incident Center.

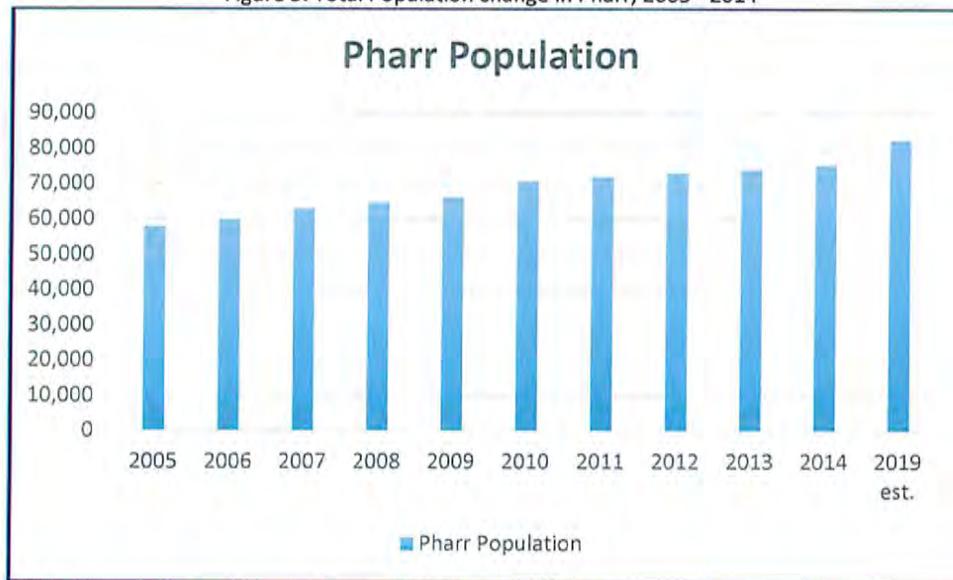
**Targeted development to promote commercial, retail and land uses for economic development.** City leaders realize the importance of developing available land for maximum City growth. Examples given include the land in the Extraterritorial Jurisdiction (ETJ) – master planned community, manufacturers/maquiladoras; development of South Pharr – roads, residential, parks, retail, and produce area; downtown; and El Centro Mall & Jackson Road redevelopment.

# IMAGE AND IDENTITY

## Population

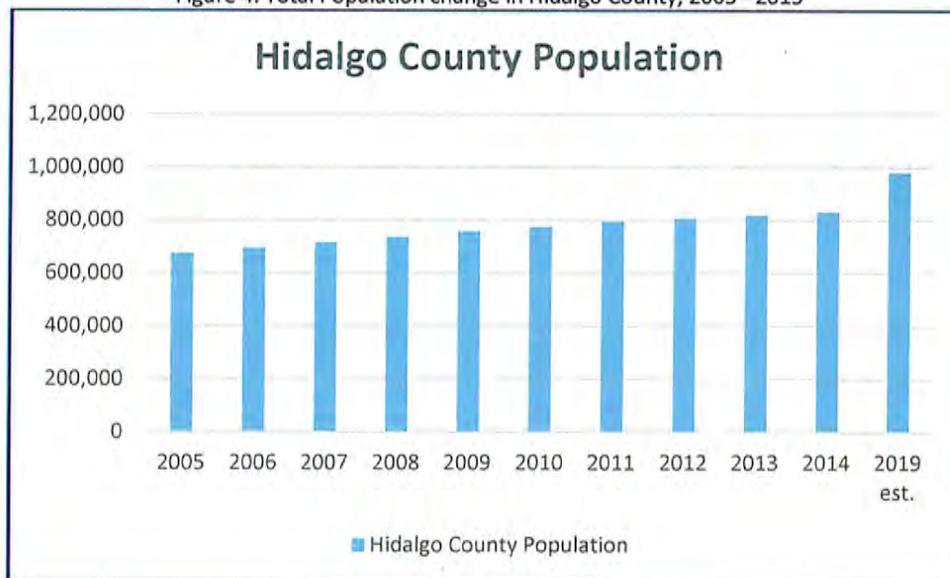
According to 2014 US Census Bureau data, Pharr's population grew from 57,926 in 2005 to 75,382 in 2014, an increase of 30.1%. The 2015 estimates place the current population of Pharr at 76,329, with an expected increase of 9.4% to 82,512 in 2019. During the same period, Hidalgo County had a 23.1% increase from 674,982 to 831,073.

Figure 3: Total Population change in Pharr, 2005 - 2014



Source: US Census Bureau, Pharr, 2015

Figure 4: Total Population change in Hidalgo County, 2005 - 2015



Source: US Census Bureau, Hidalgo County, 2015

## Race and Ethnicity

The table below represents Pharr's estimated racial and ethnic distribution as of 2015. This breakdown is shown in comparison to that of Texas, which acts as a baseline measurement.

Table 1: Pharr Race and Ethnicity Demographics

2015 Data	Pharr	Texas
White	84.5%	70.4%
Black	0.9%	11.9%
Asian	0.7%	3.8%
Native American	0.5%	0.7%
Hawaiian/Pacific Islander	0.0%	0.1%
Two or More Races	1.7%	2.7%
Other Race	11.8%	10.5%

Source: Sites on Texas Report, Detailed Demographics for Texas and Pharr, 2015

The following table shows the demographic breakdown when looking at Hispanic population.

Table 2: Pharr Hispanic Demographics

2015 Data	Pharr	Texas
Hispanic	93.4%	38.5%
Not Hispanic	6.6%	61.5%

Source: Sites on Texas Report, Detailed Demographics for Texas and Pharr, 2015

## Age Distribution

The distribution of ages in an area provides valuable insight into the region's economic composition and income potential. By national standards, Texas has a relatively young population. Pharr has more young people under the age of 19, indicating future income potential. This distribution is shown in the following table and chart.

Table 3: Age Distribution in Pharr

Age Group	Pharr	Texas
0-4	10.1%	7.7%
5-19	27.2%	22.1%
20-64	51.4%	59%
65 and older	11.1%	11.5%

Source: Sites on Texas Report, Detailed Demographics for Texas and Pharr, 2015

According to the 2010 Census Demographic Profile, the median age nationally is 36.8; the median age for Texas is 33.6 and the median age in Pharr is 28.

Based on different income measurements, Pharr is significantly below all Texas' averages. However, these lower income levels are offset by a lower cost of living as compared to both the surrounding area and the State of Texas.

According to WalletHub's latest 2015 study, Pharr is the 13<sup>th</sup> fastest growing economy in all of the United States. This study was done by comparing various metrics, such as population growth, job growth, median household income growth, poverty rate decrease, and unemployment rate decrease.

Table 4: Median Household Income

2015 Data	Pharr	Texas
Median Household Income	\$33,294	\$53,818
Average Household Income	\$44,166	\$73,670
Average Family Income	\$48,115	\$83,443
Per Capita Income	\$12,789	\$26,195

Source: Sites on Texas Report, Detailed Demographics for the State of Texas and City of Pharr, 2015

## Cost of Living

The cost of living in Pharr is lower than the State average and lower than the surrounding communities. The cost of living index is based on the cost of food, housing, utilities, transportation, health, and other miscellaneous factors (clothing, restaurants, etc.).

Table 5: Cost of Living

Cost of Living Based on US Average of 100 Points	
Edinburg	78
McAllen	83
Mission	80
Pharr	75
San Juan	75.7
Texas	89

Source: Sperling's Best Place, 2015

## Employment by Industry

As can be seen below, both the number of business establishments and the average employed numbers have increased in the past year, seeing an increase of 0.73% and 2.74% respectively. This too points to strong growth within Hidalgo County.

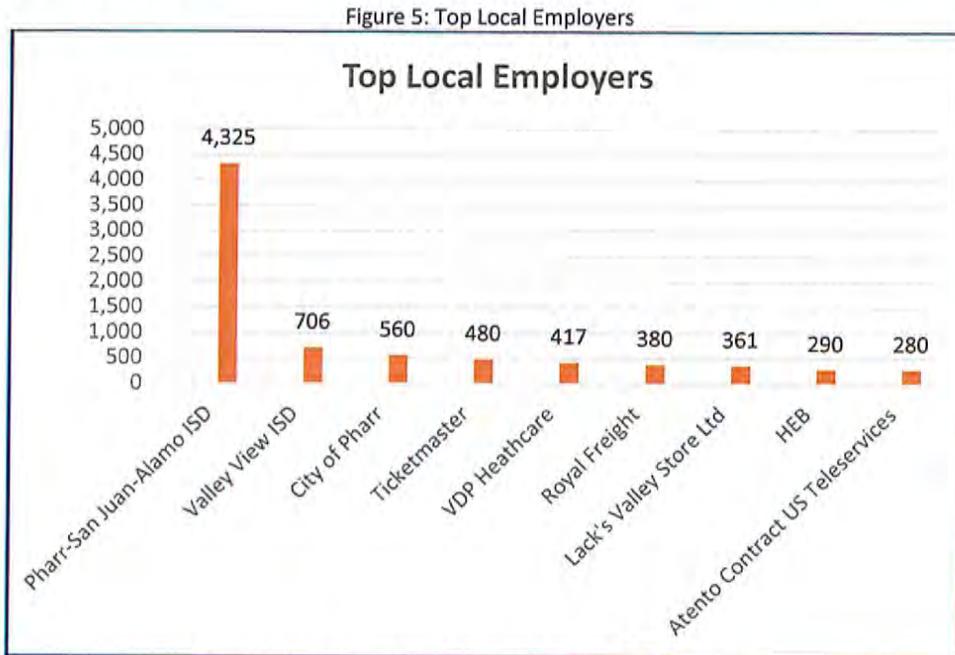
Table 6: Employees & Establishments of Hidalgo County

Hidalgo County – Employees & Establishments						
	Average Individuals Employed			Establishments		
	2014 1 <sup>st</sup> Qtr.	2015 1 <sup>st</sup> Qtr.	% Change	2014 1 <sup>st</sup> Qtr.	2015 1 <sup>st</sup> Qtr.	% Change
<b>Total, All Industries</b>	237,408	243,922	2.74%	11,836	11,924	0.73%
<b>Construction</b>	7,790	7,632	-2.03%	690	678	-1.74%
<b>Education and Health Services</b>	99,817	102,362	2.55%	2,211	2,200	-0.50%
<b>Financial Activities</b>	9,099	8,961	-1.52%	1,180	1,240	5.08%
<b>Information</b>	2,400	2,420	0.83%	131	120	-8.40%
<b>Leisure and Hospitality</b>	22,195	23,300	4.98%	1,087	1,110	2.12%
<b>Manufacturing</b>	6,342	6,681	5.35%	279	273	-2.15%
<b>Natural Resources and Mining</b>	6,448	6,474	0.40%	393	396	0.76%
<b>Other Services</b>	3,979	3,925	-1.36%	700	687	-1.86%
<b>Professional and Business Services</b>	15,490	15,898	2.63%	1,358	1,404	3.39%
<b>Public Administration</b>	11,588	12,110	4.50%	164	162	-1.22%
<b>Trade, Transportation and Utilities</b>	52,240	54,069	3.50%	3,617	3,608	-0.25%
<b>Unclassified</b>	20	90	350.00%	27	46	70.37%

Source: Texas Workforce Commission 2015, Tracer2

## Top Local Employers

As is typical in Texas, the top employers in Pharr are the school districts and the local government as can be seen in the chart below.



Source: 2014 Pharr Comprehensive Annual Financial Report

## Employment Growth

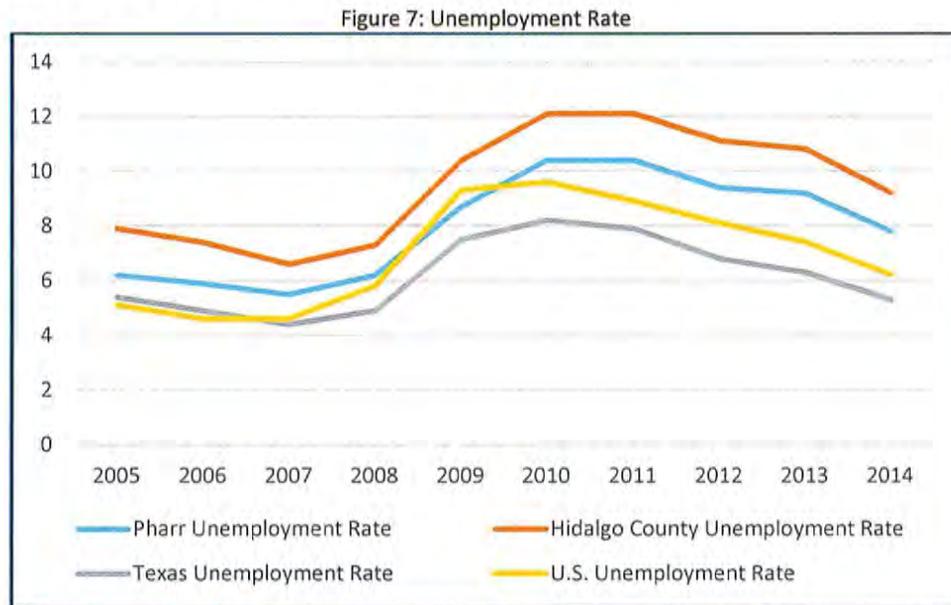
One resource to identify opportunities for growth is looking at the new hires in a region. New workers are defined as workers who were not working at the same business in the previous quarter. While the numbers do not indicate the quality of job or amount of pay, they do show which industries are hiring. Health Care and Social Assistance, Accommodation and Food Services, and Retail Trade indicate the most new hires in Hidalgo County; however, Food Services and Retail Trade are historically high turnover industries.



Source: Texas Workforce Commission, Socrates 2014, Hidalgo County Narrative Profile

## Unemployment Rate

The unemployment rate is one of the most popular indicators for the economy’s performance in a region. The unemployment in Hidalgo County has been above the National and State Averages for the past decade. Pharr’s unemployment rate was lower than the National average in 2009 and higher the remaining years. The annual unemployment rates for Pharr, Hidalgo County, Texas and the Nation since 2005 can be seen in the table below.



Source: Texas Workforce Commission 2014

## Workforce Board Area

Pharr, as a part of Hidalgo County, is included in the Workforce Solutions Lower Rio Grande Valley Board Area. The other two counties in this board area are Starr and Willacy. There are six workforce offices in the board area with the office in McAllen being the closest for Pharr residents. Services are targeted to job seekers and businesses in the community. Services offered are job search assistance, referrals and payment for child care, job fairs, job and skills training and assistance matching job seekers to employer openings.

Through various data sources, the local workforce board approves targeted and demand occupations they believe will have the most job openings in the workforce board area. Following is a table which depicts the Targeted Occupations as of March 2014 for the years 2011-2018. As can be seen in the table, school teachers and assistants, registered nurses, and customer service representatives are projected to have the most openings with registered nurses paying the highest entry wage.

Table 7: Targeted Occupations as of March 2014

2014 Approved Target Occupation List *Rev. Effective 3/1/14	Job Openings 2011-2018	Avg. Hourly Wage	Entry Hourly Wage
Medical and Health Services Managers	296	\$39.87	\$22.91
General and Operations Managers	590	\$41.82	\$15.76

<b>2014 Approved Target Occupation List</b> <b>*Rev. Effective 3/1/14</b>	<b>Job Openings 2011-2018</b>	<b>Avg. Hourly Wage</b>	<b>Entry Hourly Wage</b>
Training and Development Specialists	101	\$22.91	\$15.16
Accountants and Auditors	848	\$21.74	\$15.25
<b>**Computer User/Network Support Specialists</b>	242	\$18.91	\$11.75
Elementary, Middle, and Secondary School Teachers, Except Special Education and Career/Technical Education	3,076	\$25.85	\$19.50
Teacher Assistants	1,704	\$10.48	\$7.91
Registered Nurses	2,554	\$33.70	\$21.88
Respiratory Therapists	128	\$27.31	\$18.84
Radiologic Technologists and Technicians	136	\$27.84	\$18.67
Emergency Medical Technicians and Paramedics	318	\$13.31	\$9.73
Pharmacy Technicians	306	\$13.51	\$8.77
Licensed Practical and Licensed Vocational Nurses	1,319	\$21.36	\$15.29
Medical Records and Health Information Technicians	210	\$11.87	\$7.87
Physical Therapist Assistants	156	\$38.40	\$21.40
Correctional Officers and Jailers	370	\$17.87	\$12.80
Police and Sheriff's Patrol Officers	673	\$20.36	\$14.41
Billing and Posting Clerks	394	\$12.34	\$8.56
Bookkeeping, Accounting, Auditing Clerks	728	\$12.75	\$8.61
Customer Service Representatives	1,694	\$10.59	\$7.86
Shipping, Receiving, and Traffic Clerks	251	\$10.69	\$8.12
Executive Secretaries and Executive Administrative Assistants	373	\$19.30	\$13.16
Medical Secretaries	849	\$10.73	\$7.81
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	915	\$12.24	\$8.22
Carpenters	766	\$10.23	\$8.45
Operating Engineers & Construction Equipment Operators	213	\$12.84	\$9.37
Electricians	270	\$12.85	\$9.51
Plumbers, Pipefitters, and Steamfitters	263	\$14.38	\$10.62
Automotive Service Technicians and Mechanics	536	\$10.15	\$6.94
Bus and Truck Mechanics and Diesel Engine Specialists	110	\$13.16	\$8.92
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	240	\$12.95	\$9.15

2014 Approved Target Occupation List *Rev. Effective 3/1/14	Job Openings 2011-2018	Avg. Hourly Wage	Entry Hourly Wage
Industrial Machinery Mechanics	108	\$16.73	\$10.77
Maintenance and Repair Workers, General	582	\$11.87	\$8.32
Computer-Controlled Machine Tool Operators	196	\$12.00	\$7.55
Welders, Cutters, Solderers, and Brazers	420	\$12.89	\$9.49
Heavy & Tractor-Trailer Truck Drivers	1,573	\$13.92	\$9.55

Source: Workforce Solutions Lower Rio Grande Valley website, 2014

## Primary Education

Pharr-San Juan-Alamo (PSJA) Independent School District (ISD), Valley View ISD, and Hidalgo ISD all provide primary and secondary education to the Pharr Area. There is also a private school system, The Pharr Oratory of St. Philip Neri, which provides education from primary through high school. There are two charter schools, Vanguard Academy which provides primary and secondary education, and Premier High School of Pharr, which provides only secondary education. PSJA ISD serves a majority of the City of Pharr, though Valley View and Hidalgo ISDs have schools that serve the community of Pharr.

Table 8: 2012-2013 Academic Excellence Indicators

Schools	PSJA ISD	Valley View ISD	Hidalgo ISD	Region 01	State
Attendance	32,051	4,760	3,306	*	5,058,939
<b>Completion/Student Status:</b>					
Annual Graduate Count	1,889	280	231	*	292,636
Longitudinal Graduation Rate	89.6%	92.8%	92.0%	86.1%	87.7%
TAKS Exit-Level Cumulative Pass Rate (2012)	84.0%	89.0%	89.0%	90.0%	93.0%
TAKS Exit-Level Cumulative Pass Rate (2013)	89.0%	98.0%	88.0%	91.0%	94.0%
Mean SAT Score (Class of 2012)	1301	1430	1262	1326	1422
Mean ACT Score (Class of 2012)	16.9	17.2	16.8	17.7	20.5
Economically Disadvantaged	89.0%	93.2%	88.6%	*	60.4%
English Language Learners	41.1%	55.5%	49.5%	*	17.1%
Average Years of Experience of Teachers	10.7	8.0	11.8	*	11.5
Average Actual Salaries (Teachers)	\$48,718	\$44,030	\$46,781	*	\$48,821

Source: Texas Education Agency 2013-2014, \*Data unavailable

### **Pharr-San Juan-Alamo ISD**

Pharr-San Juan-Alamo ISD's (PSJA) boundaries cover a majority of the City of Pharr. PSJA's most recent snapshot put the total number of students at 32,051 across 42 campuses, which includes 25 elementary schools, 8 middle schools, 5 high schools, 3 special purpose campuses and one early start program. Increased enrollment, improved graduation rates, and higher TAKS exit-level pass rate can be seen in the following table.

Table 9: PSJA ISD Enrollment

Year	Enrollment	Longitudinal Graduation Rate	TAKS Exit-Level Cumulative Pass Rate
2012-2013	32,025	*	89%
2011-2012	31,620	89.6%	84%
2010-2011	31,424	89.9%	84%
2009-2010	31,223	86.7%	82%
2008-2009	30,537	77.6%	74%

Source: Texas Education Agency 2013-2014, \*Data unavailable

### **Valley View ISD (VVISD)**

Valley View ISD is located in the Hidalgo/Pharr Texas area and serves a growing community of approximately 10 square miles. The district currently serves only a fraction of the students PSJA serves, but includes four elementary schools, one fifth grade campus, one early college school, one junior high and one high school. Increased enrollment, improved graduation rates, and higher TAKS exit-level pass rate can be seen in the following table.

Table 10: Valley View ISD Enrollment

Year	Enrollment	Longitudinal Graduation Rate	TAKS Exit-Level Cumulative Pass Rate
2012-2013	4,760	*	98%
2011-2012	4,760	92%	89%
2010-2011	4,701	92.2%	90%
2009-2010	4,626	88.9%	87%
2008-2009	4,484	77.9%	71%

Source: Texas Education Agency 2013-2014, \*Data unavailable

## Hidalgo ISD

Hidalgo ISD is located in Hidalgo, Texas and serves most of Hidalgo and the City of Granjeno as well as small portions of McAllen, Pharr, and San Juan. The district currently serves over 3,400 students through four elementary schools, one middle school, one alternative high school and one high school. Steady enrollment, graduation rates, and the TAKS exit-level pass rate can be seen in the following table.

Table 11: Hidalgo ISD Enrollment

Year	Enrollment	Longitudinal Graduation Rate	TAKS Exit-Level Cumulative Pass Rate
2012-2013	3,306	*	88%
2011-2012	3,289	92%	89%
2010-2011	3,435	90%	87%
2009-2010	3,495	92.9%	91%
2008-2009	3,519	87.2%	80%

Source: Texas Education Agency 2013-2014, \*Data unavailable

## Secondary Education

### Early College High Schools

South Texas College supports eight Early College High Schools (ECHS) in the school districts covering Pharr. Each ECHS is an independent public high school designed to provide a smooth transition from high school to college allowing students to earn a high school diploma and two years of college credit including an Associate's Degree. The ECHS initiative has been very successful since its inauguration in 2002 with increases in enrollment, high school graduations and attainment of Associate's Degrees. As of November 2014, the following high schools were partnering with South Texas College:

- Hidalgo ECHS
- PSJA – High
- PSJA – Memorial
- PSJA – North
- PSJA – Sotomayor
- PSJA – Southwest
- PSJA – Thomas Jefferson-T-STEM
- Valley View

## Educational Attainment

Data sources indicate the overall population in Pharr and Hidalgo County are lagging behind in educational attainment. There are more individuals than the State average over the age of 25 who stopped their education at or before grade 12. Additionally, fewer individuals in Pharr and Hidalgo County have their high school diploma, or college degrees - associates, bachelors or graduate - than in the State.

Table 12: Educational Attainment

<b>Educational Attainment Age 25+ (2014)</b>			
	<b>Pharr</b>	<b>Hidalgo County</b>	<b>Texas</b>
<b>&lt; Grade 9</b>	31.5%	25.4%	9.6%
<b>Grades 9-12</b>	21.8%	13.6%	9.5%
<b>High School</b>	20.0%	24.3%	25.4%
<b>Some College</b>	12.4%	17.0%	22.8%
<b>Associate Degree</b>	2.4%	4.2%	6.4%
<b>Bachelor's Degree</b>	7.0%	11.1%	17.6%
<b>Graduate Degree</b>	4.9%	4.3%	8.7%

Source: Sites on Texas 2.0, Detailed Demographic Report on Texas, Hidalgo County and Pharr, 2014

## Post-Secondary Education

### University of Texas- Rio Grande Valley

The University of Texas-Rio Grande Valley (UT-RGV) was founded in 1927 in Edinburg, Texas. UT-RGV is a component institution of the University of Texas System as well as a Hispanic serving institution. UT-RGV currently offers a variety of 56 bachelors', 53 masters', three doctoral and two cooperative doctoral programs within the seven colleges shown in the following table. As of fall 2013, there were 17,602 undergraduates and 2,451 graduate students enrolled.

Table 13: Areas of Study at UT-RGV

<b>Colleges:</b>
<b>Arts and Humanities</b>
<b>Business Administration</b>
<b>Education</b>
<b>Engineering and Computer Science</b>
<b>Health Sciences and Human Services</b>
<b>Science and Mathematics</b>
<b>Social and Behavioral Sciences</b>

Source: The University of Texas-Rio Grande Valley

## South Texas College

South Texas College (STC) is a community college located in McAllen, Texas accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. STC currently has an enrollment of over 31,000 across six campuses located in the cities of McAllen, Weslaco, and Rio Grande City. STC offers more than 100 degree and certificate programs across the areas of bachelors, associates and certificate programs.

Table 14: Areas of Study at STC

<b>STC Areas of Study:</b>
<b>BACHELORS:</b>
Applied Technology
Applied Science
<b>ASSOCIATES</b>
Business & Technology
Liberal Arts
Social & Behavioral Sciences
Nursing & Allied Health
Math & Science
<b>Certificates:</b>
Business & Technology
Liberal Arts
Nursing & Allied Health

Source: South Texas College

## The Regional Center for Public Safety Excellence

In July of 2015, South Texas College submitted a proposal to the City of Pharr to develop, construct, operate and oversee the Regional Center for Public Safety Excellence on 50 – 60 acres in Pharr. After acquisition of the land from the City, construction of a 16,000 square foot training facility would begin in 2017. Initial development to Center completion would be done in three phases with Phase I being completed in 2022. Phase II involves an additional 16,000 square foot of space (years 2022 – 2027) and Phase III (years 2027 – 2037) calls for a 20,000 square foot expansion. The proposal indicates a total cost to construct the Center is projected to be \$14.5 million.

The purpose of the Regional Center for Public Safety Excellence is to provide facilities to support public safety and law enforcement training in Deep South Texas. Dual enrollment criminal justice and public safety academies in conjunction with Pharr San Juan Alamo Independent School District will be offered along with classes for credit (Pell Grant) and non-credit students (peace officers obtaining continuing education hours).

The Center will offer Associates Degrees initially and is one of only three community colleges in Texas authorized to offer the Bachelor of Applied Science Degree. Projections indicate that by Phase III

Summer 2037, over 19,300 full time equivalent students will have enrolled and attended the Regional Center for Public Safety Excellence. The Center is anticipated to have a huge economic impact in South Texas adding over \$9 million in annual economic activity, enhancing the tax base and creating more than 100 additional local permanent jobs at above average wages.

### ***Texas A&M Campus – South Texas***

In September 2015, the Texas A&M University System, in conjunction with elected leadership and education officials, announced the inauguration of a 100 acre campus in Hidalgo County, the Texas A&M South Texas Campus. The Campus will offer university level courses, and also plans to build facilities and undergraduate degrees in the following areas: engineering, engineering technology, biomedical sciences, and agriculture and life sciences. The campus facilities are expected to be open by 2017 with 100 students, then expand to 750 students over a five year period.

### **Image Control and Public Relations Techniques**

Pharr has never had a formal image control or oversight policy. However, some of the City officials have begun attending training sessions on digital marketing, ethics and the public relations. Recently developed is the creation of the Marketing and Advertising Committee which will include an image control aspect. It will also direct priorities in marketing and content for the City. A future goal will be for the creation of formal policies to deal with any image control related activities.

### **Recycling**

The Recycling Center is an integral part of the Pharr community. There are two permanent drop-off locations and a mobile recycling trailer. Not only does it collect over a million tons of recyclables (i.e. paper, newspaper, plastics, aluminum, tin, tires, electronic waste, batteries, glass, used oil and cardboard), but it also hosts environmental education programs, seminars, and workshops and speaker forums. The Recycling Center has also initiated a community-wide cleanup program, Operation Clean Sweep. For this the Recycling Center has received recognition from the Keep Texas Beautiful and the Texas Commission on Environmental Quality (TCEQ) for its excellence in environmental education programs. The Center is currently looking to expand its programs, initiatives and centers to further improve the area, with an initiative to add a third center in 2016.

### **Public Health and Medical Facilities**

The number of acute and psychiatric care hospitals in the Hidalgo County Profile as of February 2013 was 17, with an average total beds capacity of approximately 143.5 compared to a statewide ratio of 122.2 beds per hospital according to statistical reports from the Texas Department of State Health Services. The Texas State Board of Pharmacy data for March 2013 shows there are 183 licensed pharmacies in Hidalgo County.

According to the Texas Department of State Health Services September 2011 report, there were 1,306 direct patient care and primary care physicians who practiced in Hidalgo County. The ratio of total persons to each physician in the area was 626.0 residents per each physician. This compares to a statewide ratio of 426.3 persons for each physician in Texas.

Hidalgo County had a total of 4,194 registered nurses (RN) working in the county, representing a ratio of 194.9 persons for each RN in the area. The statewide ratio was 140.3 persons for each RN in the State.

There were 177 dentists in the study area, with a ratio of 4,618.8 persons for each dentist in Hidalgo County. The ratio of dentists per 100,000 residents was 21.7. By comparison, there was a statewide ratio of 45.4 dentists per 100,000 residents.

There were 409 pharmacists in this area, which is a ratio of 1,998.9 persons for each pharmacist. Texas has 21,306 pharmacists statewide, or a ratio of 1,214.9 persons for each pharmacist in the area.

For Hidalgo County there were 228 occupational therapists; a ratio of 3,585.7 persons for each occupational therapist. The statewide ratio was 3,806.5 persons for each occupational therapist, with a total of 6,800 occupational therapists statewide.

In conclusion, in Hidalgo County, the average bed capacity of the hospitals, the number of physicians per resident and the number of pharmacists per resident were higher than the State averages. However, the averages were lower than the State averages for the number of dentists per resident and the number of occupational therapists per resident.

### **Healthy South Texas Initiative**

In September 2015, the Healthy South Texas Initiative pilot project was launched with an announcement by Texas A&M University System Chancellor John Sharp and State Senator Juan Hinojosa, representing District 20. The initiative was first announced in 2014 as a means to reduce preventable diseases and their consequences by 25% in South Texas by the year 2025. This grassroots education and prevention based initiative will bring experts together from medicine, nursing, pharmacy, biomedical science, public health, architecture and agriculture extension.

The Healthy South Texas Initiative will be conducted in a 26-county region, from Cameron to Victoria which includes Hidalgo County. This initiative is modeled after the method used by the Texas A&M AgriLife Extension agents who advise farmers and ranchers on growing better crops and raising healthier animals; the Texas A&M Health Science staff will be advising parents on how to better nurture their children to prevent diabetes, asthma and infectious diseases. Other partners will be the A&M Schools of Dental, Medical, Pharmacy and Nursing along with expertise from the Medical Center in Houston.

This initiative has the potential to save families, taxpayers and medical personnel \$2.5 billion over a 10 year period according to Chancellor Sharp. The ultimate benefit, however will be healthier children.

### **Promise Zone**

The City of Pharr is taking the lead to apply for and attain the region's first Promise Zone designation by the Federal government. Promise Zones are high poverty communities where the Federal government partners with local leaders to increase economic activity, improve educational opportunities, leverage private investment, reduce violent crime, enhance public health and address other priorities identified by the community.

Through collaboration and innovation, Pharr City leaders hope to improve the region's health and livability through this *Promesas del Valle* Initiative sponsored by the U.S. Housing Urban Development (HUD). Legislators, county and City elected officials, education and banking representatives, hospital officials, and workforce and training employees pledge to work together to improve the region's quality of life regardless of receiving the designation which is slated for the Spring of 2016.

A Promise Zone designation coupled with the Healthy South Texas Initiative strengthens the force behind the partnerships committed to impacting public health in the Valley.

## GOALS, OBJECTIVES, ACTIONS – IMAGE AND IDENTITY

### *Goal – Image and Identity*

*The image of the City of Pharr shall be that of a thriving community that meets the needs of its citizens and businesses in positive ways and addresses problems in a cooperative manner.*

Objective A: Promote positive community identity, pride, sense of well-being, and self-image for Pharr residents and businesses.

Action 1: Initiate a “Pharr Proud” program as a cooperative effort of the City, Pharr Economic Development Corporation, and Pharr San Juan Alamo Independent School District.

Action 2: Increase enforcement of municipal codes and regulations pertaining to property maintenance, upkeep and appearance (e.g., mowing high grass and weeds, removal of old tires, etc.).

Action 3: Investigate signage options to clearly and attractively designate City offices, Parks and buildings.

Objective B: Reinforce the City’s image and identity as a family friendly and safe community for residents and businesses.

Action 1: Accentuate Pharr as a “family friendly” community.

Action 2: Increase the number of festivals/events that offer activities for children and families to foster a stronger sense of community, bring residents together from different social and cultural groups and attract visitors from outside the community.

Action 3: Improve and build sidewalks to declare a pedestrian friendly community.

Action 4: Encourage growth of activities and opportunities for art, music, theater and literature.

Action 5: Maintain and enhance City-owned parks and create additional parks that contribute to quality of life in Pharr’s residential areas.

Objective C: Foster a positive interactive relationship with the public and encourage citizen involvement.

Action 1: Continue efforts to instill a stronger sense of civic pride by encouraging involvement in public decision-making and by soliciting citizen input.

Action 2: Encourage public/private participation and cooperation in beautification efforts. Explore assistance that may be available from private/volunteer/civic groups to contribute to maintaining public areas.

Action 3: Remain dedicated to ensuring transparency related to City operations including public finances and capital expenditures to deliver City services in the 21<sup>st</sup> century.

Objective D: Improve the health, education and livability of Pharr residents through partnerships with local school districts, higher education and health care facilities and government officials.

Action 1: Support the Interlocal Agreement to implement the Healthy South Texas and *Promesas del Valle* initiatives.

Action 2: Research and conduct a cost benefit analysis on the feasibility of building and operating a medical hospital in Pharr.

Action 3: Promote innovative and quality educational programs that the local school districts implement in order to provide a positive employment base for the citizenry on an on-going basis.

Action 4: Continue to foster a relationship and coordinate applicable City of Pharr activities with the local school districts.

# LAND USE

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## PLANNING CONSIDERATIONS

The community is enhanced through the quality of its growth, development, and redevelopment over time. Planning for and accommodating the future growth of Pharr is essential to ensure that the needs of the community are met today and over the next 10 years.

This chapter provides guidance for the future physical development of the City of Pharr and its Extra-Territorial Jurisdiction (ETJ). The purpose is to provide policy direction for decisions related to the investment in public and private infrastructure and the compatibility and appropriateness of land uses, including rezoning of property and individual development decisions as they relate to the community as a whole. This chapter establishes strategies and actions that enable effective planning for future growth, including the creation of opportunities to accommodate needed development.

Land use planning appropriately considers the placement of land uses and provides predictable outcomes. Planning helps to ensure quality neighborhoods, efficient infrastructure, and the creation of economic development opportunities.

Planning considerations should include:

Accommodating projected population growth – capturing growth coming to the Rio Grande Valley and encouraging quality development by residential and commercial developers.

Supporting economic development through attraction of new and expansion of existing businesses and quality of life – social, cultural, capital – a place where not just businesses want to locate, but families of their employees want to call home. Pharr can be the place businesses want to be. Pharr's economy may also be spurred by downtown revitalization – bringing people back to downtown and encouraging shopping and business opportunities.

Quality of life – festivals, parks, youth programs, school districts, arts, walking and biking trails, outdoor sporting events, pedestrian friendly, and safe.

Infrastructure improvements in the City and the future annexed ETJ area is vital for growth. Road improvements is a top priority currently for elected officials. As decisions are made for future land use, concurrent decisions must be made for infrastructure development and improvements.

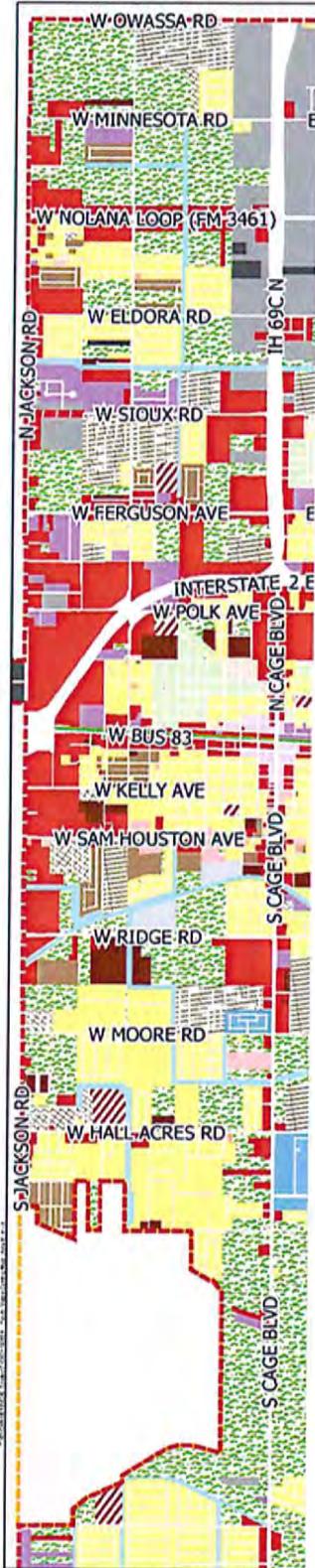
## EXISTING LAND USE

Land use refers to how land is being used and how it should be used in the future in the City of Pharr.

Existing land uses in the City of Pharr include residential, commercial, industrial, parks and open space, agricultural, government owned and vacant land as recorded on the following City's Existing Land Use Map:

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Figure 8: Existing Land Use Map, Pharr 2015



Source: City of Pharr Engineering Department

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- **Single-Family Residential** (yellow and light green) – conventional, detached single-family structures on individually platted lots;
- **Multi-Family Residential** (brown) – Includes apartment complexes, apartment buildings, triplexes and four-plexes, duplexes, and attached townhome structures;
- **Mobile Homes** (brown grid) – includes mobile homes and manufactured homes;
- **Commercial** (red and purple) – general commercial, general retail and restaurant, office buildings, and wholesales;
- **Industrial** (black and grey) – manufacturing, warehousing, assembly and distribution, light industrial office;
- **Agricultural/Parks & Open Spaces** (green dots) – active agriculture, including ranchland with livestock, cultivated cropland, orchards, vineyards, etc.; and public parks, golf courses, and other public open space.
- **Public / Semi-Public** (light grey, red stripes, blue stripes, yellow stripes) – utilities, hospitals, schools, libraries, etc.

The 2000 Comprehensive Plan noted the following:

Table 15: Existing Land Use Inside the City Limits, 2015

Land Use	Acres	Percent Total	Square Miles
Single-Family Residential	2,478.46	16.41%	3.87
Multi-Family Residential	455.75	3.02%	0.71
Manufactured Home	559.22	3.70%	0.87
Agriculture	3,816.85	25.27%	5.96
Commercial	1,441.51	9.54%	2.25
Industrial	1,081.83	7.16%	1.69
Public/Semi-Public	614.05	4.07%	0.96
Parks & Open Spaces	177.00	1.17%	0.28
Irrigation	486.83	3.22%	0.76
Vacant	1,459.40	9.66%	2.28
Streets/Right of Way	2,291.10	15.17%	3.58
PUD	240.39	1.59%	0.38
<b>Total</b>	<b>15,102.39</b>	<b>100%</b>	<b>23.60</b>

Source: City of Pharr GIS Manager

The Existing Land Use Map is not a zoning map, but a snapshot of the uses as they exist. Because of changes over time, the existing land use may not be consistent with the existing zoning of the properties or the future desired future land use of the area.

## FUTURE LAND USE

The future land use plan guides land use decisions to ensure opportunities for economic development, neighborhood compatibility, a variety of housing options, adequate open space, and area for needed public facilities. As the City of Pharr's population grows over the next two decades, Pharr will need additional acreage for development.

Assuming a population of greater than 90,000 in 2035, consistent development rates and current land use patterns, land use needs will be a major consideration for attaining desired growth. Within the past 10 years, there has been continuous growth, particularly in the South Pharr area and it is the area where growth is expected to increase over the next 10 year period and beyond.

The Extra-Territorial Jurisdiction (ETJ) in the City of Pharr encompasses approximately 17,828 acres (27.86 sq. miles) and is located near the US/Mexico Border. The creation of the Future Land Use Plan for the City's ETJ, is intended to manage and facilitate annexation to make certain that the City of Pharr benefits from development in the ETJ. The ETJ is the City's future tax base and can support the City's ability to promote economic growth and develop a skilled workforce.

The Future Land Use Map, Pharr, 2015 which includes the ETJ area can be seen in Figure 9 with the acreage broken out as per Table 16. The future planned land use encompasses more industrial and residential areas and parks and open spaces. The Santa Ana Wildlife Refuge and another 130 acres in the Fair Grounds are in the ETJ. The Refuge is over 2000 acres and known to be the most popular and best known Wildlife Refuge in the Valley. Bird watchers come from all over the world to visit the Refuge in hopes of seeing some of the 400 species of birds. Additionally, there are numerous butterfly species and some rare snakes and other animals. It is estimated over 160,000 people visit the Refuge annually. This additional parkland space will improve the acre of parkland per population ratio much needed by the City.

Figure 9 shows the Future Land Use Map including the ETJ with the following description of types of land uses:

- **Single-Family Residential** (yellow) – conventional, detached single-family structures on individually platted lots;
- **Multi-Family Residential** (orange) – Includes apartment complexes, apartment buildings, triplexes and four-plexes, duplexes, and attached townhome structures;
- **Mobile Homes** (brown) – includes mobile homes and manufactured homes;
- **Commercial** (red) – general commercial, general retail and restaurant, office buildings, and wholesales;
- **Industrial** (purple) – manufacturing, warehousing, assembly and distribution, light industrial office;
- **Parks & Open Spaces** (green) – public parks, golf courses, and other public open space.
- **Agricultural** (lime green) – active agriculture, including ranchland with livestock, cultivated cropland, orchards, vineyards, etc.;
- **Public / Semi-Public** (light blue) – utilities, hospitals, schools, libraries, etc.

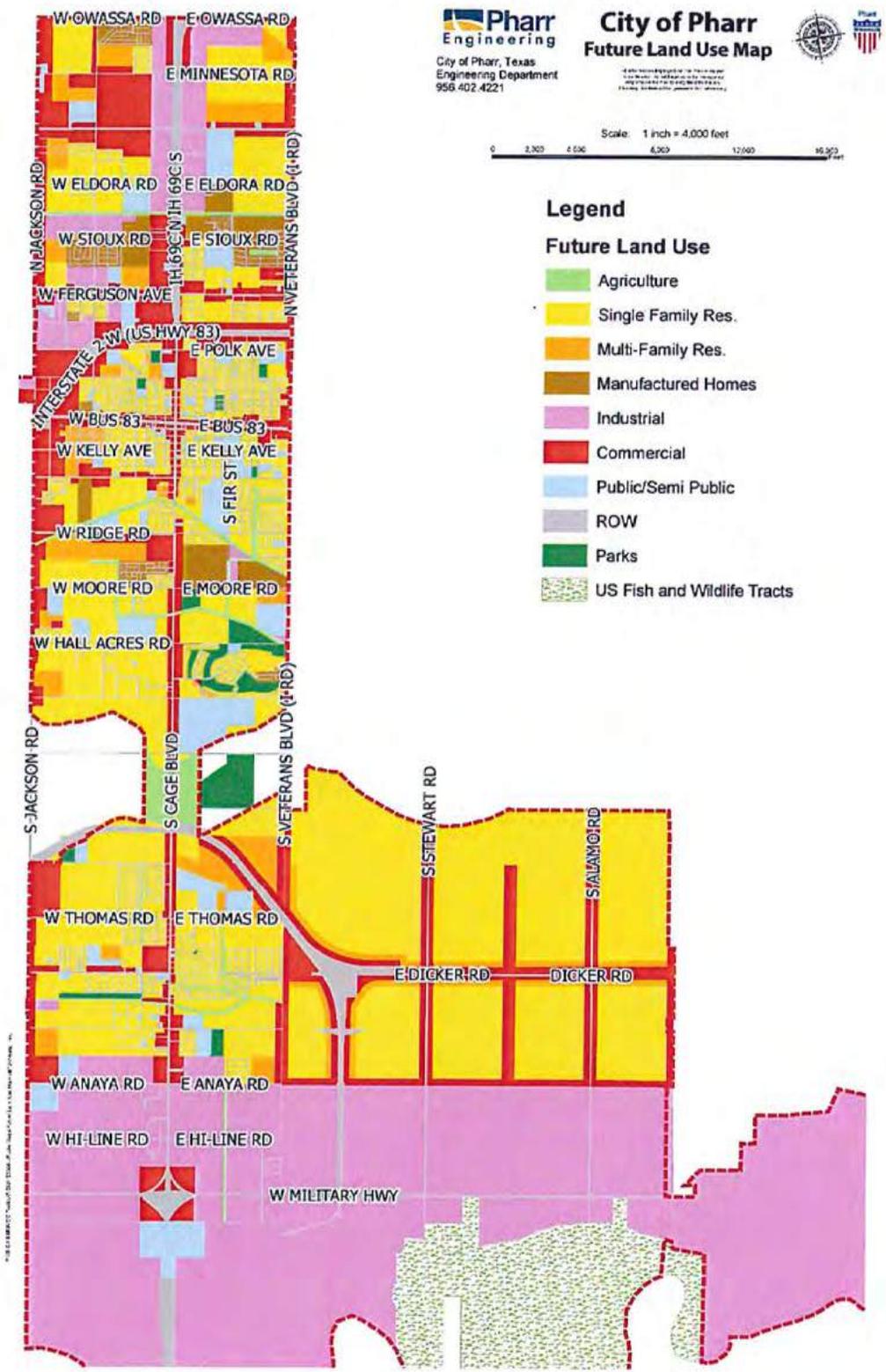
Table 16: Future Land Use Inside the City Limits, 2015

Land Use	Acres	Percent Total	Square Miles
Single-Family Residential	8,970.66	28%	14.02
Multi-Family Residential	1,104.27	3%	1.73
Manufactured Home	641.80	2%	1.00
Agriculture	185.58	1%	0.29
Commercial	3,289.16	10%	5.14
Industrial	11,105.29	34%	17.35
Public/Semi-Public	1,224.85	4%	1.91
Parks & Open Spaces	2,805.13	9%	4.38
Irrigation	875.57	3%	1.37
Streets/Right of Way	2,270.85	7%	3.55
<b>Total</b>	<b>32,473.15</b>	<b>100%</b>	<b>50.74</b>

Source: City of Pharr Development Services

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Figure 9: Future Land Use Map, Pharr 2015



Source: City of Pharr Engineering Department  
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

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This Comprehensive Plan is not a zoning ordinance and does not establish the zoning districts or zoning district boundaries for the City of Pharr. Rather, zoning is a primary implementation tool of the Comprehensive Plan. Zoning in compliance with the Plan promotes the health, safety, and general welfare of Pharr's neighborhoods and the overall community by insuring compatible land uses, protection of existing neighborhoods and opportunities for economic growth. Currently, Pharr has 17 zoning districts, including agricultural, residential, commercial, and industrial districts.

The City of Pharr has limited control over the growth and development of land beyond its incorporated boundaries. While the City does not have the authority to control the land use or density of development beyond its boundaries, the City can promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipality known as the Extra-Territorial Jurisdiction (ETJ), the unincorporated area that is contiguous to the corporate boundaries of the City.

Pharr has the authority and responsibility to ensure that minimum subdivision standards are met in areas within Pharr's ETJ through the review and approval of subdivision plats. The City of Pharr can also control and prevent the creation of substandard development in areas intended to become a part of the City of Pharr in the future – ensuring that these areas do not become liabilities upon future annexation. The City also has to ensure adequate water, wastewater, and street infrastructure exists to serve developments.

## ANNEXATION AND ETJ GROWTH

Pharr is limited in where and how it can physically grow to capture and accommodate anticipated population growth in the area. Annexation allows, and may even require, Pharr to extend City services, regulations, and taxing authority into areas contiguous to the City limits. Benefits of annexation may include enhancement and protection of gateways, maintaining the ability to annex additional land over time, extension of development regulations and life-safety codes, and increased tax base. A cost-benefit analysis should be completed for each area anticipated for annexation. Growth of the region should be continually monitored, as it may be advantageous to annex areas prior to development.

In Texas, there are three primary ways that cities can annex contiguous property in their ETJ, as stated below. In all cases, annexed land must be in the City's ETJ, must be contiguous to the current City limits, and is limited to no more than 10 percent of its incorporated area each year (with 'carryover' permitted up to 30 percent). For agricultural properties, a non-annexation agreement must first be offered to property owners that would allow them to remain in the City's ETJ for a period of 10 years if the property is not developed.

**Three-Year Annexation Plan** - Since 1999, the Texas Local Government Code requires cities to adopt a three-year annexation plan. This plan must address timing of areas for annexation, requires an inventory of services and facilities, and requires a municipal service plan identifying services that will be provided to the proposed annexation areas. Annexation of areas included in the City's annexation plan may not be annexed sooner than three years after inclusion in the plan, and such annexation must be completed within 31 days after the third year of the date the area was included. Areas included in the annexation plan, but not ultimately annexed, will not be eligible for annexation for another five years.

**Exempt Annexation Process** – Texas cities may annex areas without including them in the three-year annexation plan if they contain fewer than one hundred separate tracts of land on which one or more residential dwellings are located on each tract.

**Property Owner Petition** – Owners of land contiguous to the City limits may request to be annexed into the City limits through a petition, which must be acted on by the City Commission.

## HOUSING

### **Master Planned Community**

The City of Pharr's strategic location and potential annexed area makes it a prime location to plan, develop and build a master planned community. There is ample room for a large scale development featuring a wide range of housing prices and styles, an array of amenities with multiple non-residential land uses. Having the time to plan in advance and getting community input, the master planned community could offer amenities that would attract active families and businesses seeking quality neighborhoods.

### ***Pharr Housing***

In the heart of the Rio Grande Valley (RGV) with an estimated population of 75,382, Pharr is strategically located to continue being a vital housing area for the region. Pharr has over an estimated 20,000 households, with 65% of homes owner-occupied and 33% renter occupied, with a very low vacancy rate of some 2%. Like many growing areas across Texas, and especially in the RGV, one of the prime aspects impacting the local market is affordability and availability. Pharr has a healthy mix of older established neighborhoods along with an expanding new residential construction. Quality, location and age of the housing stock is and will continue to be critical to the underlying tax base of the City.

A significant factor that influences the housing and rental market in Pharr is its proximity to and investment from citizens in Mexico into the region. This in-bound investment has a significant impact on economic contribution to the sales tax base of Pharr as well as an enhancement of international commercial activities that produce new capital investment and jobs. Estimated median home value as of 2013 U.S. Census data was \$71,100 (vs. \$39,000 in 2000). However, local real estate data indicated the average 2014-2015 selling price of a home was \$98,245.

The international dynamic as well as the internal growth of Pharr and the surrounding region will require an ongoing expansion of a broad cross-section of housing ranging from owner-occupied single to multi-family (i.e. duplex) as well as rental and housing for segments of the population with the greatest need for very affordable housing. New housing and revitalization of existing housing is paramount to the image and family friendly features of all communities.

Factors that influence the revitalization and expansion of housing include availability, cost of land, community support, financing programs, infrastructure, and the desire and capacity of developers to build affordable housing – to include the management of and reduction of restrictions or barriers for developer-investors to enter the market.

### ***Pharr Housing Authority***

Pharr Housing Authority operates and manages eight projects with some 235 affordable units in its public housing portfolio, with near 100% occupancy providing homes for 801 citizens as of June 2015. The average household size is 3.4 persons per household, 68% of households include children. Residents in public housing pay rent, termed the Total Tenant Payment (TTP), based on household income and is generally 30% of the resident's income with a \$25-50 minimum rent assessment. The average tenant rent contribution of the Pharr Housing Authority is \$229.

According to the U.S. Department of Housing and Urban Development (HUD), comparing the housing assistance distribution of the Pharr Housing Authority between public housing units (22%) and Section 8 Housing vouchers (78%) to that of all housing authorities in Texas, Pharr has a smaller proportion of public housing units than the average housing authority. The housing proportion of Section 8 vouchers under management is larger than the average housing authority in Texas. The City as of June 2015 administers 828 Section 8 vouchers. The average annual income of public housing residents is \$10,968.

In the most recent annual housing performance assessment, based on overall fiscal and property management, Pharr has scored above averages across Texas.

### ***Community Development Block Grants (CDBG)***

For the past three decades the City of Pharr has used CDBG grants to enhance housing programs, streets, parks and public services to low and moderate income residents. The U.S. Census Bureau determines funding on statistical tracts within a community. The City of Pharr is divided into seven tracts and further sub-divided into block groups. Projects that stimulate economic development and neighborhood revitalization are an additional focus of this program. Oversight of the City's \$1.2 million CDBG grant is managed by the Community Development Division, which provides planning, oversight, and technical assistance.

## **POLICY CONSIDERATIONS**

Land use policies are intended to guide land use decisions and were developed based on input from the Stakeholder Committee. These over-arching policies ensure that decisions made by the City Commission, Planning and Zoning Commission, and City Staff further the vision of Pharr established through this planning process.

When considering amendments to the City's Future Land Use Plan or rezoning of land, the following policies should be considered:

- The City will use the Comprehensive Plan to guide decisions on applications for development when facilities and services are not readily available or where capacity is limited.
- The City will rezone property in compliance with the City's Future Land Use Plan, when requested and appropriate.
- The City will encourage and/or direct development to areas that maximize existing water, wastewater, street, and drainage infrastructure to avoid costly infrastructure improvements and long-term operations and maintenance costs.
- The City will, overtime, improve public facilities and services to ensure that they are adequate so that appropriate development opportunities are created and encouraged.
- The City will provide opportunities for and encourage a variety of housing types to adequately house all of Pharr's residents.
- The City will encourage an economically viable and compatible pattern of future land use and development, maximizing the market value.
- The City will ensure, through land use decisions, a fiscally responsible and well-managed land development pattern, including the provision of adequate public facilities and services (streets, drainage, water and wastewater infrastructure), including both availability and capacity.
- The City will amend its development regulations to manage and provide for growth opportunities, including the creation of new zoning districts that provide market flexibility.

- The City will convene an Annexation Task Force comprised of a sub-committee of the City Commission, Planning & Zoning Commission and City Staff to determine the most feasible and politically soluble way to expand Pharr's physical size through Annexation.
- The City will plan for future annexation areas. A mix of uses will be encouraged and permitted to be flexible to more easily respond to market demands. These areas are intended to allow for new neighborhoods, office parks, and retail and restaurants nearby creating the character of a neighborhood center or village.

## GOALS, OBJECTIVES, ACTIONS – LAND USE

### *Goal – Land Use*

*There will be a balanced and diverse use of land within the City to provide for a wide range of residential opportunities, commercial activities, recreation and agriculture.*

- Objective A:** Encourage growth, quality development and redevelopment in downtown Pharr in order to utilize existing infrastructure.
- Action 1:** Consider use of Tax Increment Refinance Zones (TIRZ) to fund infrastructure improvement projects.
- Action 2:** Promote the Pharr Downtown Living Initiative, Neighborhood Enterprise Zone #1, and Empowerment Zone to encourage commercial development in the downtown district.
- Action 3:** Encourage commercial development in the downtown district – ice cream shop, designated shopping area, bookstore, and other family oriented places.
- Action 4:** Maintain and enhance the City’s local character in aesthetic value and land use planning through more lighting and green spaces.
- Action 5:** Encourage the most desirable and efficient use of land and buildings while enhancing the physical and economic environment of downtown Pharr.
- Objective B:** Ensure orderly and timely City expansion through targeted annexation, efficient utility provision and consistent development policies.
- Action 1:** Identify areas in the ETJ that are feasible for annexation, based on the City’s ability to provide services.
- Action 2:** Develop and adopt an Annexation Plan.
- Action 3:** Secure and provide local infrastructure so that existing and future development can be served.
- Action 4:** Work with major landowners, developers and builders to support developments in Pharr.
- Action 5:** Regulate development within the Extra-Territorial Jurisdiction in a manner consistent with the City’s objectives for future City expansion and managed growth.
- Objective C:** Ensure land use planning and development regulations provide adequate opportunities to respond to market opportunities.
- Action 1:** Conduct annual reviews of the City’s land use planning and development regulations and standards.
- Action 2:** Develop/Renew the master plans for the City’s various departments, remove barriers to their successful development and increase marketing and promotion efforts.

- Objective D: Provide for housing diversity throughout Pharr and future annexed areas.
- Action 1: Ensure there is adequate variety in terms of housing types within the City that will meet the affordable housing needs of all income and age levels.
- Action 2: Establish areas within Pharr and as the City limit expands that would be appropriate for higher end homes and/or master planned communities.
- Action 3: Certify that new residential areas are developed to a high standard by reviewing and revising if necessary, the existing standards for residential development.

# TRANSPORTATION

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## PLANNING CONSIDERATIONS

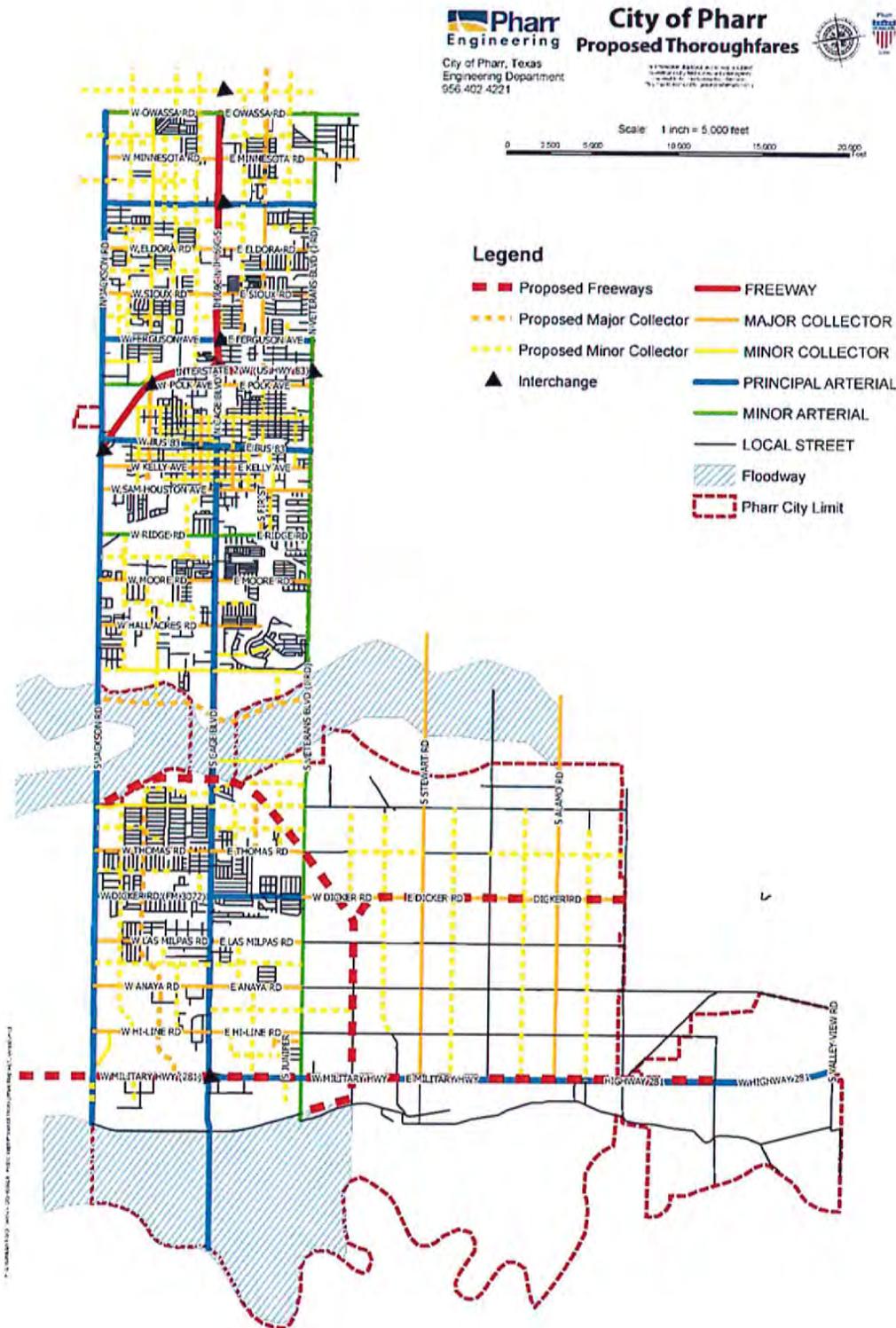
Adequate transportation facilities are vital to economic growth and quality of life in a community. The expansion of transportation infrastructure has the ability to both create opportunities and improve conditions in Pharr. Transportation planning addresses all modes of travel, including pedestrians, bicycles, automobiles, transit, rail, and air. Pharr boasts a well-connected street system; however, stakeholders have voiced a desire to make the community more walkable and bicycle friendly.

This chapter describes the City's existing transportation network and future plans for the transportation infrastructure in Pharr and beyond. Included is the City's Thoroughfare Plan, identifying future locations and classifications of streets to support Pharr's growth into the future as seen in the following Thoroughfare Activity Map, Pharr. The purpose of this chapter is to ensure that Pharr's multi-modal transportation network is enhanced through both public and private investment.

Infrastructure importance in the Rio Grande Valley region gained a significant endorsement when Governor Greg Abbott signed a bilateral collaboration agreement with Mexico in early September 2015. In so doing the governor further recognized the importance of a long term partnership with Mexico to enhance the flow of international trade. The agreement to foster economic development was drafted to insure there would be continued dialogue on issues such as border security, transportation infrastructure, and energy issues.

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Figure 10: Thoroughfare Activity Map 2015



Source: City of Pharr Engineering Department

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# THOROUGHFARE PLAN

The Pharr Thoroughfare Plan consists of an inventory of the existing and proposed thoroughfares and proposed road system needs in the community and linking with the communities in the region. Any planning in Pharr is connected, due to the geographical location, to any and all roadway planning and improvements in Hidalgo County. Furthermore, the Hidalgo County Metropolitan Planning Organization (HCMPO), the Hidalgo County Regional Mobility Authority (HCRMA), and Pharr Bridge Connector Assessment (PBCA) greatly impact all traffic assessments in the City. The charge of these organizations is to determine the status and needs of the existing and future needs for new roadways.

As travel demands in the region increase with both public and commercial traffic volume, roadway improvement decisions includes assessment and planning for new right-of-ways, wider streets, crossing sections, access issues, general alignments as well as impacting zoning considerations and designations. Such planning is essential not only to the timely expansion of the local road system but also to allow the region to insure a smooth and safe flow of traffic.

Determination and forecast of future roadways is based on the assessment of both current roadways and demand/traffic flow studies. The following guidelines are generally applied in the assessment of roadway planning, studies, and implementation:

- Minimize land and right-of-way required for expanded and new streets to include effective use of resources in the planning process to designate where higher design requirement may be needed
- Maintain positive contact with the neighborhoods and citizens impacted by any planned development to include minimizing negative impacts of construction phases
- Clearly identify and categorize the usage of proposed streets, to include traffic flow, safety, and land use patterns; based on the appropriate functional right-of-way classification and forecast, to include the following:
  - Expressway -- 350 feet
  - High speed principal arterial – 150 feet
  - Principal arterial – 120 feet
  - Minor arterial – 100 feet
  - Local collector road – 80 feet
  - Frontage roads and ramps – as needed
- Determine capital budgeting requirements as well as priorities and schedules for the City's comprehensive planning process and capital improvements program (CIP)
- Reserve adequate right-of-ways for future long-range transportation and growth improvements

**Note:** The Texas Department of Transportation has classification types, "facility type code": 1-22 for each of the above six roadway designations and for use in determining eligibility for Federal highway funding.

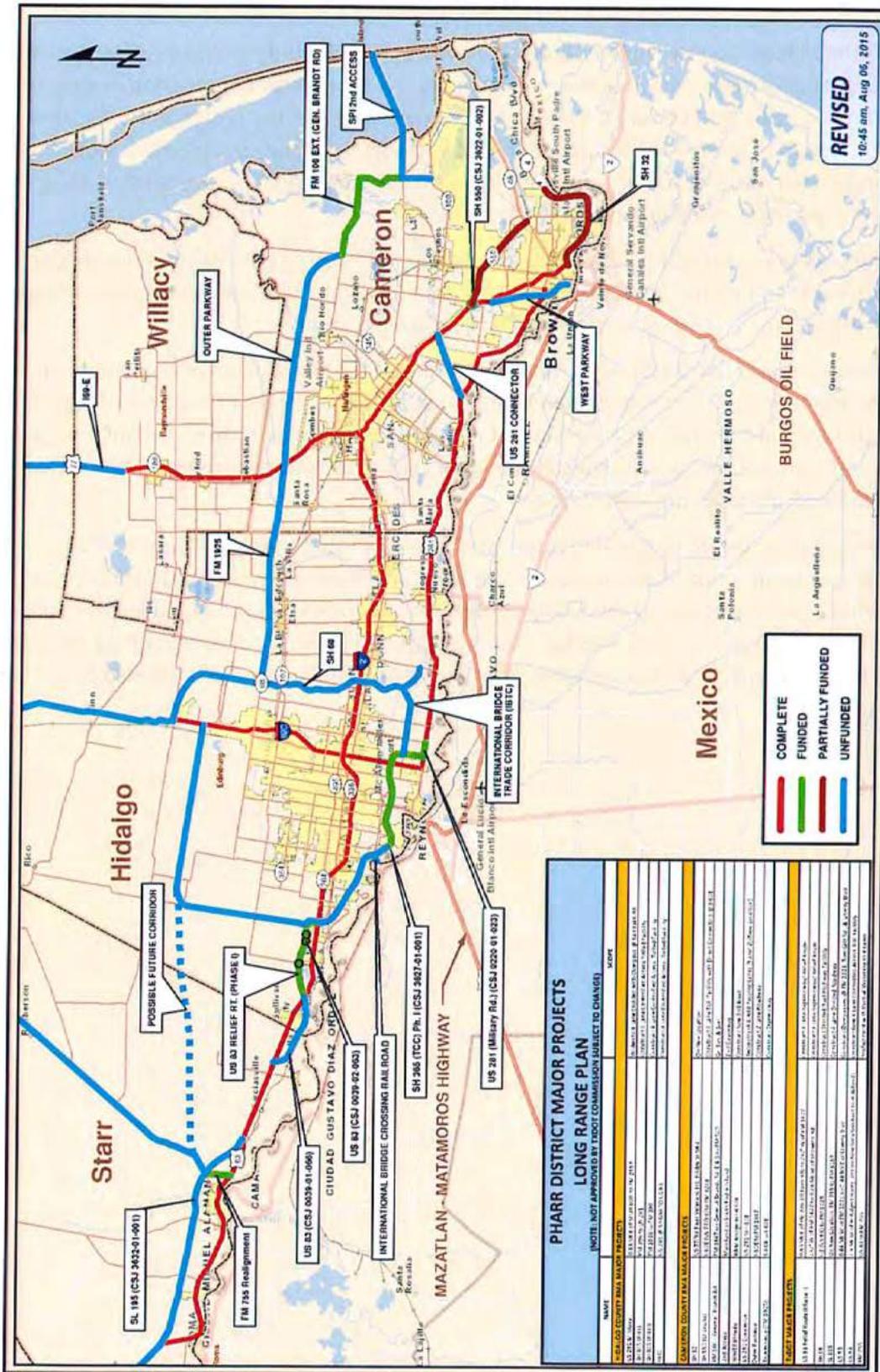
## HIGHWAYS / ROADS

US highway 83 is the most traveled road in Pharr. This roadway is one of the longest north-south highways in the United States, running from Westhope, North Dakota to Brownsville, Texas through concurrent US 77. Within the State of Texas, US 83 serves as a main east-west artery connecting cities like Mission, McAllen, Pharr, San Juan, Alamo, Harlingen, and Brownsville. It allows more than 140,000 vehicles per day to pass through Pharr.

US Highway 281 has the second highest traffic count within the City, carrying more than 20,000 cars per day. This is another major north-south highway in the US, stretching from Dunseith, North Dakota to the Mexican border. US 281 virtually divides the City of Pharr in half, and acts as a main artery to Mexico via the Pharr International Bridge, which is a very important trade route.

A map of the proposed major projects in the Pharr district can be seen on the following page.

Figure 11: Pharr District Major Projects 2015



Source: Hidalgo County Regional Mobility Authority

## THE HIDALGO COUNTY LOOP

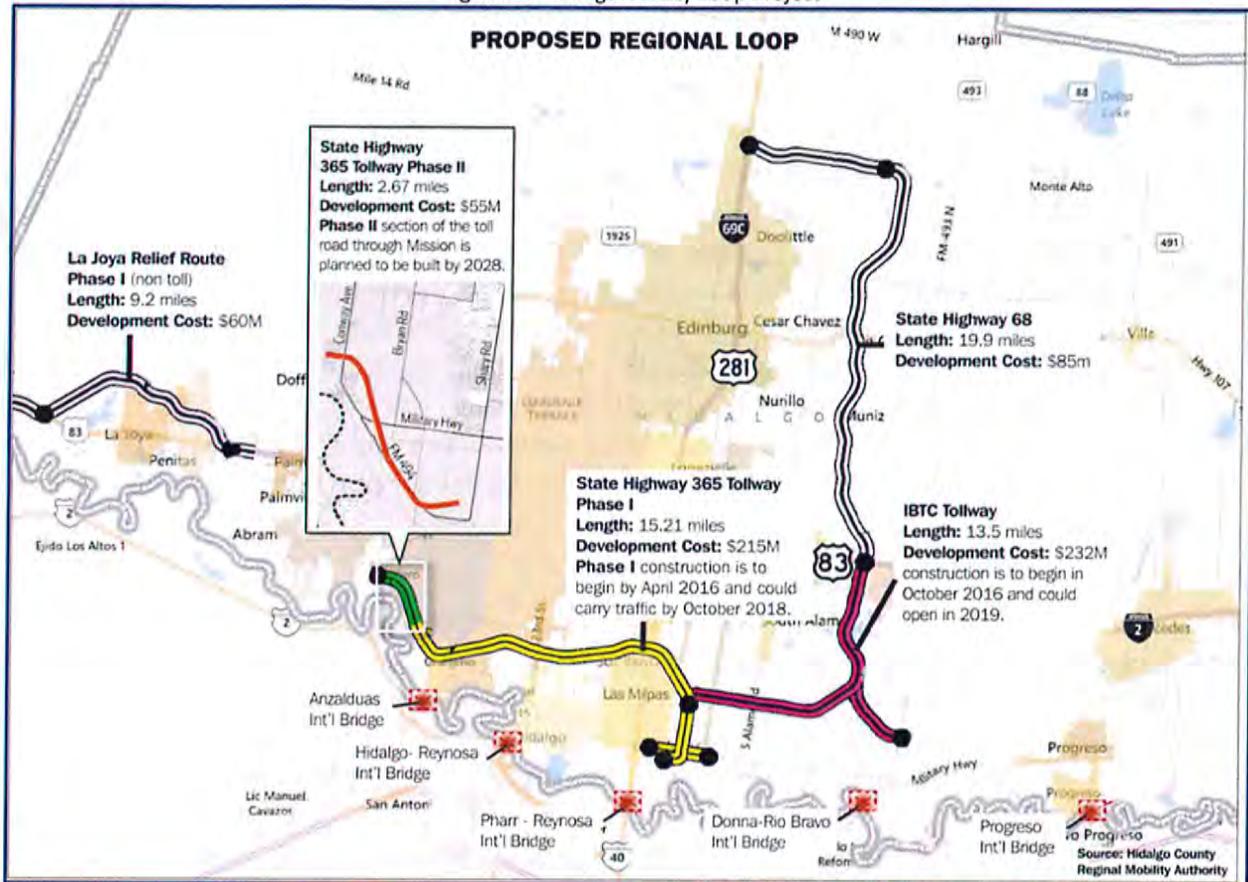
Since 2005 the Hidalgo County Regional Mobility Authority and the Hidalgo County Metropolitan Planning Organization have been working in conjunction on the Hidalgo County Loop project. Because of the impact of increased NAFTA traffic the Hidalgo County Loop is the top priority for construction and funding. It is designed to expedite the flow of traffic into and out of the county, and is expected to reduce congestion on the local thoroughfares, lower exhaust emission, improve safety and expand economic development in the urban core of the county.

The Hidalgo County Loop is planned as a tolled facility and will connect the international bridges to Interstate 2 and then turn north to connect to Interstate 69 Central. Ultimately, the Loop will consist of 2 to 3 tolled main lanes with 2-lane frontage roads in each direction.

Transportation projects in Texas have normally been funded through the use of both local and State funds. Local governments have contributed money to cover a percentage of the right-of-way or design costs and the State has provided the remaining funds. State funding for transportation projects has not kept pace with demand because of reluctance over the last decade to raise the gas tax, which is the typical source of State transportation dollars.

Local sources of revenue are required to fund construction because the Texas Department of Transportation has informed communities around the State that there will be dramatically less money for road projects in coming years. The Hidalgo County Loop, which is using a number of innovative financing mechanisms, will include tolls for tractor trailers and heavy trucks moving freights through the county. While freight traffic is expected to be the main source of revenue, tolls will also be charged for passenger vehicles.

Figure 12: Hidalgo County Loop Project



Source: Hidalgo County Regional Mobility Authority

Two portions of the Hidalgo County Loop are relevant to Pharr, the State Highway 365 Tollway and the International Bridge Trade Corridor (IBTC) Tollway. Both will cost more than \$200 million. State Highway 365 Tollway construction will begin by April 2016 and could open by 2018 and IBTC Tollway construction will begin by October 2016 and could open in 2019.

State Highway 365 consists of two phases to construct toll and non-toll improvements from FM 1016 to U.S. 281. Phase 1 of construction consists of toll road improvements from FM 396 to U.S. 281, and also consists of non-toll improvements east of Spur 600 (Cage Blvd.) to FM 2557 and from Spur 29 (South Veterans Drive) to U.S. 281. Phase 2 consists of additional toll road improvements from FM 1016 to FM 396.

The IBTC consists of two phases of construction of toll improvements from Interchange with SH 365 near FM 3072 to I-2 and from the Valley View Interchange to FM 493. Phase 1 construction will consist of building two segments initially as a 4-lane toll road (two lanes each way) and building the 3<sup>rd</sup> segment as a 2-lane connector road. Phase 2 of construction will consist of toll road main lanes and an additional frontage road from the Valley View Interchange to FM 493.

## BICYCLE PAVEMENT MARKING IMPROVEMENT PLAN

The City of Pharr received approval and funding from the Texas Department of Transportation (TxDOT) to improve bicycle mobility in Pharr. The \$805,000 project will fund the striping or restriping of bike lanes on streets from the north end of Pharr to Military, which is Pharr's City limits. The project also

includes signage that designates bike lanes and redoing bike lane markings on City maps. The project is to begin in 2016. See Attachment I, City of Pharr Bicycle Accessible Improvement Project Map.

## AIRPORTS

### **McAllen International Airport**

The McAllen-Miller International Airport began in the 1940's with general aviation services in McAllen, Texas. By the 1960's, commercial airlines were transporting passengers. In 1993, the current terminal was built. The airport's main passenger aviation focuses on flights departing or arriving to or from George Bush Intercontinental Airport in Houston and Dallas-Fort Worth International Airport via United and American Airlines. The airport also provides cargo aviation services in the forms of maintenance and delivery/forwarding for companies like UPS and United Airlines. The airport is owned by the City of McAllen and has two runways 13/31 and 18/36, which have the dimensions of 2,170 x 46 meters and 804 x 18 meters, respectively. Furthermore, the airport's 20 year master plan states intentions to extend runway 13/31 to a length of 3,048 meters.

### **Valley International Airport**

The Valley International Airport is located in Harlingen, Texas, and was originally used by the US Military for fighter pilot training during WWII. In 1967, the City of Harlingen's airport moved into the airfield and it was remodeled as recent as 1991. The airport is currently the largest airport in South Texas and is served by the four airlines United, Southwest, Delta, and Sun Country. These airlines offer destinations across the continental US as well as international flights, particularly to Mexico. Valley International also serves as the cargo hub of the Rio Grande Valley through the NAFTA CargoPort, which is used by carriers such as FedEx and DHL. The airport has three runways, 17R/35L, 13/31, and 17L/35R, which have the dimensions of 2,530 x 46 meters, 2,212 x 46 meters, and 1,813 x 46 meters, respectively.

### **Brownsville South Padre International Airport**

The Brownsville South Padre International Airport is a City owned airfield located within an hour driving distance of the City of Pharr. The airport is served by the three airlines - United, US Airways and American. The airport also provides cargo aviation services such as "Midnight Express" in which they promise to ship packages delivered before midnight to their final destination before the sun rises. Common destinations include Detroit USA, Monterrey Mexico, and Calgary Canada. The airport currently operates on three runways, 13R/31L, 17/35, and 13L/31R which have dimensions of 2255 x 46 meters, 1829 x 46 meters, and 914 x 23 meters, respectively. The airport celebrated their 85<sup>th</sup> anniversary in 2014 and boasts future plans to build a new terminal, be serviced by more airlines and cargo services, and to extend their runway capacity to 3,048 meters to accommodate larger aircraft and heavier cargo loads.

### **Weslaco/Mid Valley Airport**

The Weslaco Airport, FBO, is centrally located in the Rio Grande Valley and is approximately 15 miles from the City of Pharr and five minutes from Mexico. The airport is located near the Weslaco Industrial Park and land within the airport is designated as a Foreign Trade Zone. The airport currently operates one lighted runway, 5,000 x 75 foot. In addition to cargo and business services, the airport has limousine services, a fuel station, a maintenance facility on site, a customer and pilot lounge and boasts of day recreational activities close by. There are over 18 current corporate customers that rely on the Weslaco Airport for cargo/business transport logistics.

## **BUS STATIONS (INTER-CITY / INTRA-CITY)**

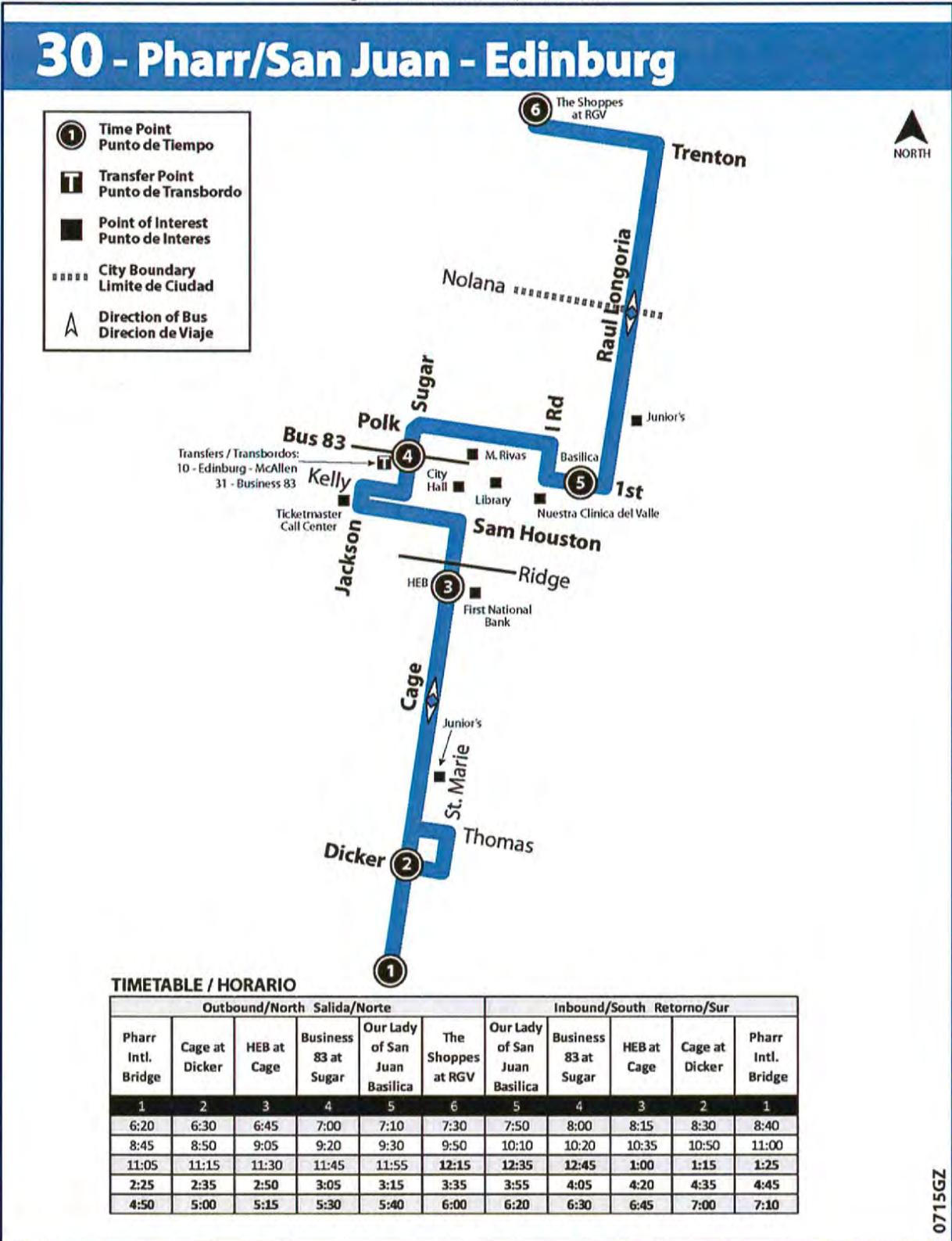
Valley Metro operates a Monday through Saturday bus line, with one bus and five bus stops, throughout Pharr. The line operates in the south and the central part of town only, but does stop by heavily-trafficked and important locations such as the Pharr International Bridge, Las Milpas, Dollar General, HEB, First National Bank, Pharr City Library, Pharr City Offices, Best Buy and Nuestra Clinica del Valle. The service even offers a flexible system which allows passengers to be picked up curbside as long as they request a pickup one day in advance and it is within half a mile of the bus route. At any time, passengers may request to stop the bus and be dropped off anywhere along the route. Figure 13 depicts the current bus route and times.

City leaders and citizens have expressed strong interest in increasing bus transportation. They feel it would decrease congestion, but also increase the number of people who might shop and eat in Pharr.

Riding the bus is a very inexpensive service as the most expensive ticket is \$1 per ride, and the price is dropped to \$0.50 per ride when buying a 20 – ride pass ticket. Seniors (60+), disabled individuals, veterans, students, and Medicare recipients have even cheaper rates, each pass is only \$0.25 per ride. Children under the age of seven ride for free. A downside to the service is there is a long wait time in between buses at each stop (2+ hours). Only one bus services the Pharr route, so the addition of a second bus would further improve the service for the residents of Pharr.

Valley Metro also operates regionally throughout the Valley, from Sullivan City to Port Isabel, and Raymondville to Brownsville. These services run more frequently than the services within Pharr and allow the Pharr residents to easily travel throughout the Valley.

Figure 13: Bus Route 30, Pharr Route



Source: Lower Rio Grande Valley Development Council, Valley Metro

# RAILROAD OPERATIONS

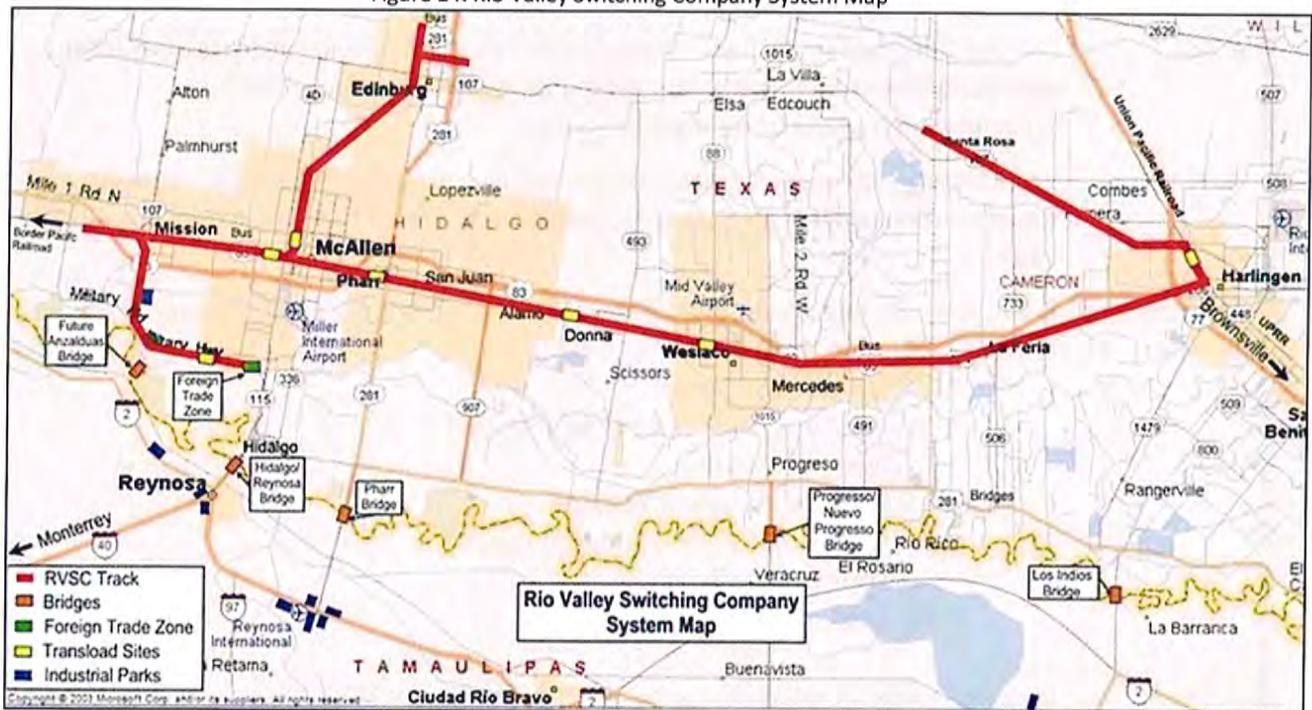
As with most areas in history, railroads played a huge part in attracting businesses and settlers to Hidalgo County. The area saw its first railroad with the arrival of the St. Louis, Brownsville and Mexico Railway in 1904. This affected the county in two ways; land prices increased and the local economic base switched to farming. This drew an influx of settlers from across the country. As time progressed and advances in technology were made, dependency on rail for transport of both people and goods decreased. However, the area still holds a demand for rail services in the transport of commercial goods. There is also potential for the resurgence of passenger rail transport, however, Pharr is not currently provided with passenger rail service.

## Commercial

Pharr's current commercial rail needs are serviced by the Rio Valley Switching Company (RVSC). Also known as the "Valley Railroad", the RVSC begins at an interchange with the Union Pacific Railroad in Harlingen, Texas and then extends 55 miles west to Mission, Edinburg, and the McAllen Foreign Trade Zone. The railway also extends 11 miles northwest to Santa Rosa. RVSC provides reliable, economical shipping by expanding the services offered by Class I Railroads.

At this time, studies are underway by the Hidalgo County Regional Mobility Authority to review congestion issues and future use of rail capacity to facilitate expansion and attraction of business.

Figure 14: Rio Valley Switching Company System Map



Source: Rio Valley Switching Company, 2014

## GOALS, OBJECTIVES, ACTIONS - TRANSPORTATION

### *Goal – Transportation*

*The transportation network of the City of Pharr shall provide access to neighborhoods and businesses while serving mobility needs of international, interstate and intrastate trade.*

Objective A: Support and improve alternative transportation modes within the City, including pedestrians and bicycles.

Action 1: Provide sidewalks and crosswalks on all arterial and collector streets.

Action 2: Develop a bikeway system of safe and efficient on-street bikeways and off-street paths to meet the recreational and alternative transportation needs of residents.

Action 3: Strengthen coordination efforts with Valley Metro to increase the number of buses, bus stops and frequency of services for residents and visitors to easily travel through Pharr and neighboring cities.

Action 4: Implement plans to mark bike lanes on designated streets.

Objective B: Provide an efficient, safe and connective transportation system that is coordinated with existing needs and with plans for future growth.

Action 1: Use the Thoroughfare Plan in conjunction with the Existing and Future Land Use Plans specifically to ensure that the various land uses within the City and ETJ are accommodated by the transportation system.

Action 2: Work closely with regional transportation planning groups to ensure that regional transportation issues, especially those that directly affect Pharr, are addressed with City input.

Action 3: Ensure that the following concerns are addressed when making decisions regarding transportation with the City:

- \* Regional transportation
- \* Roadway integrity (i.e., ensuring mobility)
- \* Roadway maintenance
- \* Adequate access to and from Pharr
- \* Connections between existing roadways
- \* Neighborhood traffic concerns
- \* Signalization

Action 4: Investigate ways to decrease the congestion on Highway 281 (I-69C).

Action 5: Coordinate and collaborate with regional mobility planning groups to promote and support the Hidalgo County Loop, specifically the State Highway 365 Tollway and the International Bridge Trade Corridor (IBTC) portions.

# **ECONOMIC DEVELOPMENT**

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## **PLANNING CONSIDERATIONS**

Business attraction and retention, job creation, income growth, and an increasing tax base are paramount to the economic well-being and quality of life for a community. Pharr is home to a growing number of businesses and industries and is well positioned for continued economic growth. Proximity to the Mexican border and a central location in the Rio Grande Valley provides a consumer base of over 10 million people within 200 miles.

This chapter provides a brief overview of the economic conditions in Pharr and establishes strategies to enable continued opportunity and growth.

## **E-GOVERNMENT**

Pharr's e-government has seen extensive improvements in the last few years. Citizens can currently pay their utility bill and municipal citations online. The City is in the process of updating the system to create a one-stop portal for citizens and developers which will allow them to file complaints, request permits, pay fees and much more.

PharrNOW was a real-time information and event publishing system created in 2013. Since then the system has been overhauled for a next generation government output called Pharr.LIFE. The goal is to standardize all the information coming out of the City to make it easier and more accessible. Pharr is also beginning to hire marketing companies and bring on consultants to help advise the City on other possibilities and help bring them to life.

## **TOURISM / ECOTOURISM / SPORTS TOURISM**

Located in the heart of the Rio Grande Valley, Pharr is well positioned to take advantage of the growing tourism sector across the region. Visitors – Winter Texans – from across the nation inject considerable investment in Pharr and its retail businesses. Pharr additionally has a brisk business in thousands of Mexican tourists visiting to shop, dine, and take advantage of medical services. The year-round tropical season combined with recreational facilities, libraries, and historical sites has expanded to capture inbound visitors.

One very popular sector is the growing interest in the border's wildlife sanctuaries which annually attracts many naturist and bird watchers. The City has additionally targeted the revitalization of the downtown area to expand and enhance a cross-section of new retail and dining establishments.

## **RESTAURANT ROW**

There has been a growing focus in Pharr to develop and enhance the downtown area, to include encouragement and incentives to brand Cage Street between Sam Houston and Business 83 as "Restaurant Row." Investors and developers who create new restaurants have the opportunity to be awarded property tax reimbursements. One requirement is that each new establishment include outdoor signage that brands the location as part of 'Restaurant Row.'

Additional incentives are planned for new establishments that add increased value to the downtown district that includes added improvements such as outdoor lighting, decorative pavers, outdoor eating locations, and decorative facades. One prime qualifier to receive incentives consideration is that the

eateries established must have at least 65 percent of its gross revenue from sit-down food and non-beverage sales.

The goals are part of the overall revitalization of downtown Pharr and to add increased value to the citizens and City. Funding for such projects are through either Neighborhood Empowerment Zone or a Chapter 380 agreement.

## CHAMBER OF COMMERCE

In 2014, the Chamber of Commerce was dissolved and incorporated into the Pharr Economic Development Corporation (EDC) as Pharr.BIZ. Businesses that joined Pharr.BIZ were invited to attend special events, participate in specialized training, have access to the online business directory, receive newsletters and were a part of the advocacy campaign initiated by the Pharr EDC. In 2015, Pharr.BIZ disbanded and there is discussion of reviving the Chamber of Commerce.

## PHARR INTERNATIONAL BRIDGE

The Pharr International Bridge is a key port of entry on the United States-Mexico border. The bridge connects US Highway 281 to the City of Reynosa, Tamaulipas, an essential industrial City in Mexico. The bridge handles both commercial and personal traffic and plays a key role in the economy of Pharr.

Opened in late 1994, the Pharr International Bridge is the prime economic driver in the community. The bridge and related activities accounts for a large portion of both local and regional jobs and tax revenue for the City. Considered the prime United States-Mexico port of entry for produce, trade over the bridge in 2014 accounted for over \$30 billion, an increase of nearly 8% over 2013.

In addition to the movement of produce, there has been an increase in imported capital goods to include automotive parts, electronic components, computers and crude petroleum products. Pharr's largest export at the bridge is petroleum gases totaling some \$1.08 billion annually. The Pharr Bridge is the second largest port in the nation for the export of natural gas and import of fruits and vegetables.

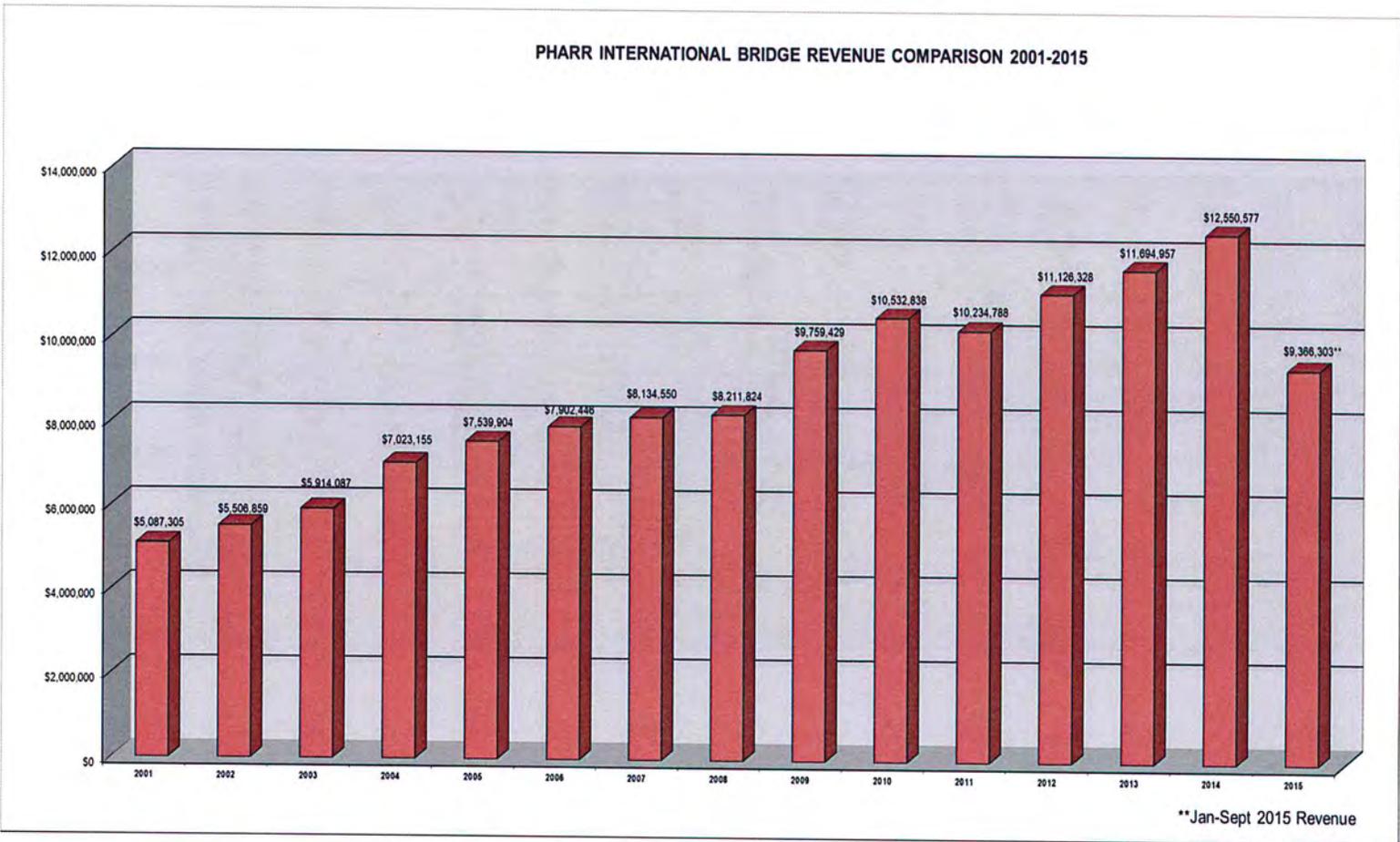
Pharr has benefited from the fact that Texas, according to an October 2015 study by the Dallas Federal Reserve Bank, is the top exporting state given the geographic proximity to Mexico and the increased trade of intermediate goods. Staging of such goods and services in the southern Pharr commercial area adjacent to the bridge is expected to grow yearly.

A key component to the increased activity in cross-border commerce is the location of and linkage of Pharr to the north-bound 'Texas Trade Corridor' which is part of the Interstate 69 expansion into the mid-west market of the country. For south-bound trade, the Pharr Bridge is on the Mexican trade route, the '*Supervia*' highway, which connects west-bound traffic through the City of Monterrey to the Pacific port of Mazatlan and east bound shipment to the port of Matamoros on the Gulf of Mexico just south of Boca Chica at the mouth of the Rio Grande River. These expanded infrastructure corridors are vital to the future enhancement and increased volume of two-way trade through the Pharr Bridge port.

Following are charts for both bridge revenue and crossings from 2001-2015. The number of annual crossings has steadily declined since 2008, yet annual revenue has steadily increased over the same time period. Bridge managers believe the decline in crossings is largely due to violence in Mexico and security issues. Other factors are recent blockades in Mexico (protestors against the Mexican Government), prolonged construction on the bridge due to inclement weather and slowing of business production during peak seasons, as well as system failures and shutdowns.

Increased revenue can be accounted for by raised toll crossing fees, charges for oversized cargo, monthly peso exchange and various rental fees to agencies who rent facilities owned by the City of Pharr.

Figure 15: Pharr International Bridge Revenue Comparison 2001-2015



Source: Pharr International Bridge Department

Source: Pharr International Bridge Department

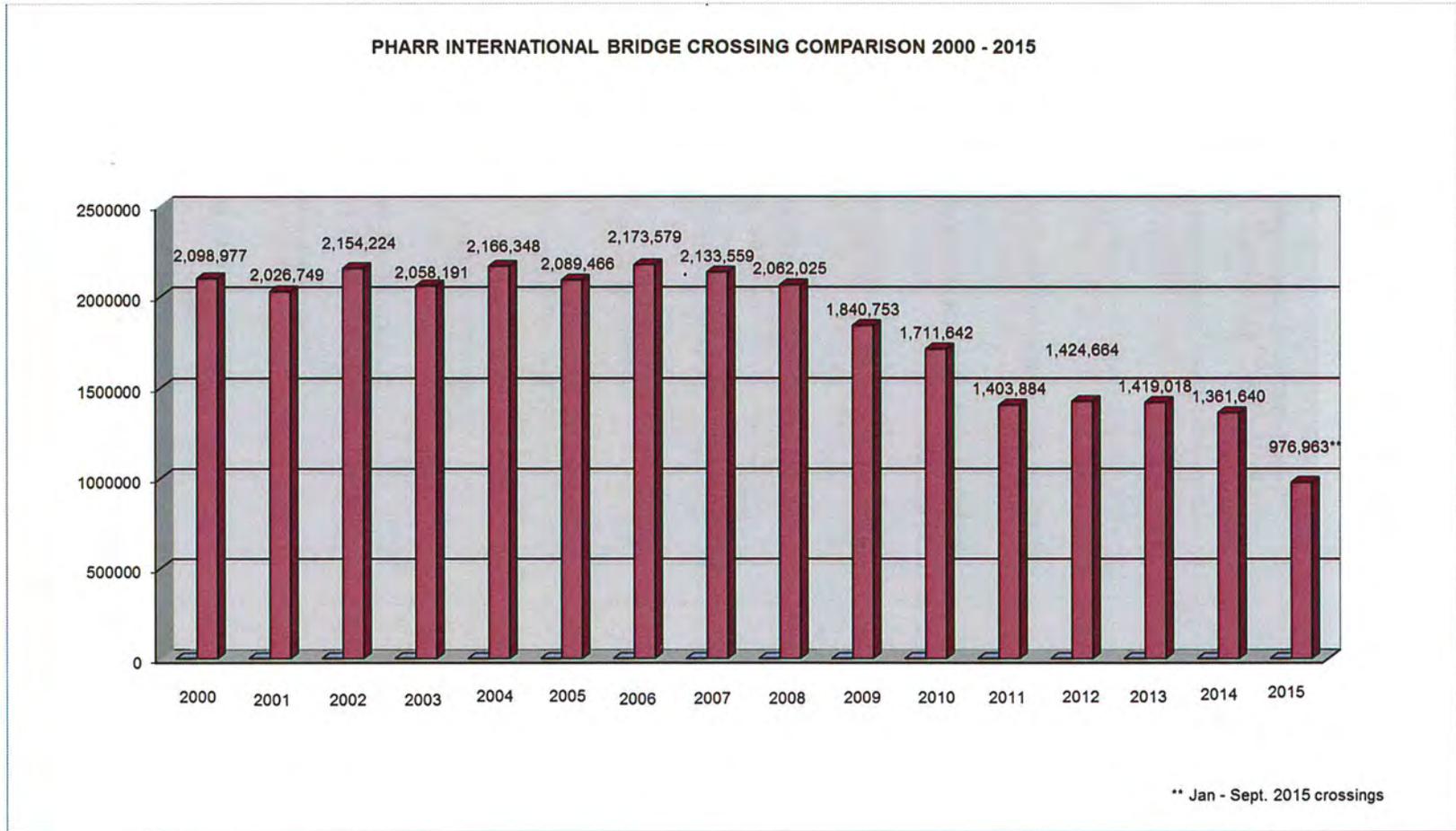


Figure 16: Pharr International Bridge Crossing Comparison 2000-2015

## **International Trade Numbers**

Being a key port of entry on the U.S – Mexico border, Pharr’s imports and exports have increased substantially from 2004 to 2014 due to the Pharr International Bridge. Information from the bridge indicates imports increased 81% in this 10 year period whereas exports increased 71%. According to WorldCity magazine, in the first half of 2015, Mexico was Pharr’s number one trade partner followed by China, Japan, Vietnam, and South Korea. These five trading partners account for 99.28% of trade with the world. Through the first half of 2015 Pharr’s trade with the world totaled \$15 billion.

For exports, Pharr ranked No. 31 amid the nation’s 450 “ports of entry” – airports, seaports and border crossings. Through the first six months of 2015 Pharr exported \$5.44 billion worth of goods, the following are the top 10 exports:

- Petroleum gases, other gaseous hydrocarbons
- TVs, computer monitors
- Motor vehicle parts
- Computer chips
- Insulated wire, cable
- Electrical supplies, apparatus, less than 1000V
- Gasoline, other fuels
- Computers
- Compressors and pumps
- Cotton

The import piece of the business has also seen vast increase. Pharr imported goods totaling \$9.55 billion for the first six months of 2015. Topping the list of imports by dollar value:

- TVs, computer monitors
- Motor vehicle parts
- Dates, figs, pineapples and other fruit
- Insulated wire, cable
- Electrical boards, panels and switches
- Other fresh fruit
- Reception apparatus for cellular phones
- Electrical motors, generators, not sets
- Radar and remote control equipment
- Landline, cellular phone equipment

With new bridges opening, maintaining the ease in crossing the Pharr International Bridge will play a crucial role in the border crossings and revenue Pharr will experience.

### **Bridge Capital Projects**

The bridge project revenues are budgeted at \$17,251,400. The expenditures are budgeted at \$19,120,600. The difference to cover the expenditures will be covered by cash on hand of \$1,869,200.

The following are the main five bridge capital projects budgeted for Fiscal Year 2015-2016:

- Truck Staging Area Inside the Port of Entry
- Entrance Booth and Road Expansion
- Exit Booth Expansion

- International Trade Center Building
- BSIF Connector and Fast Lane

## **TAX INCREMENT FINANCING ZONES (TIF)**

Tax Increment Financing Zones (TIF) allow cities and towns to borrow against an area's future tax revenues in order to invest in immediate projects or encourage present development. TIF also allows municipalities to create reinvestment zones by which various public works and improvements can be undertaken. Essentially, the property tax increases resulting from development are targeted to repay the public infrastructure investment required by a project.

## **TAX INCREMENT REINVESTMENT ZONE (TIRZ)**

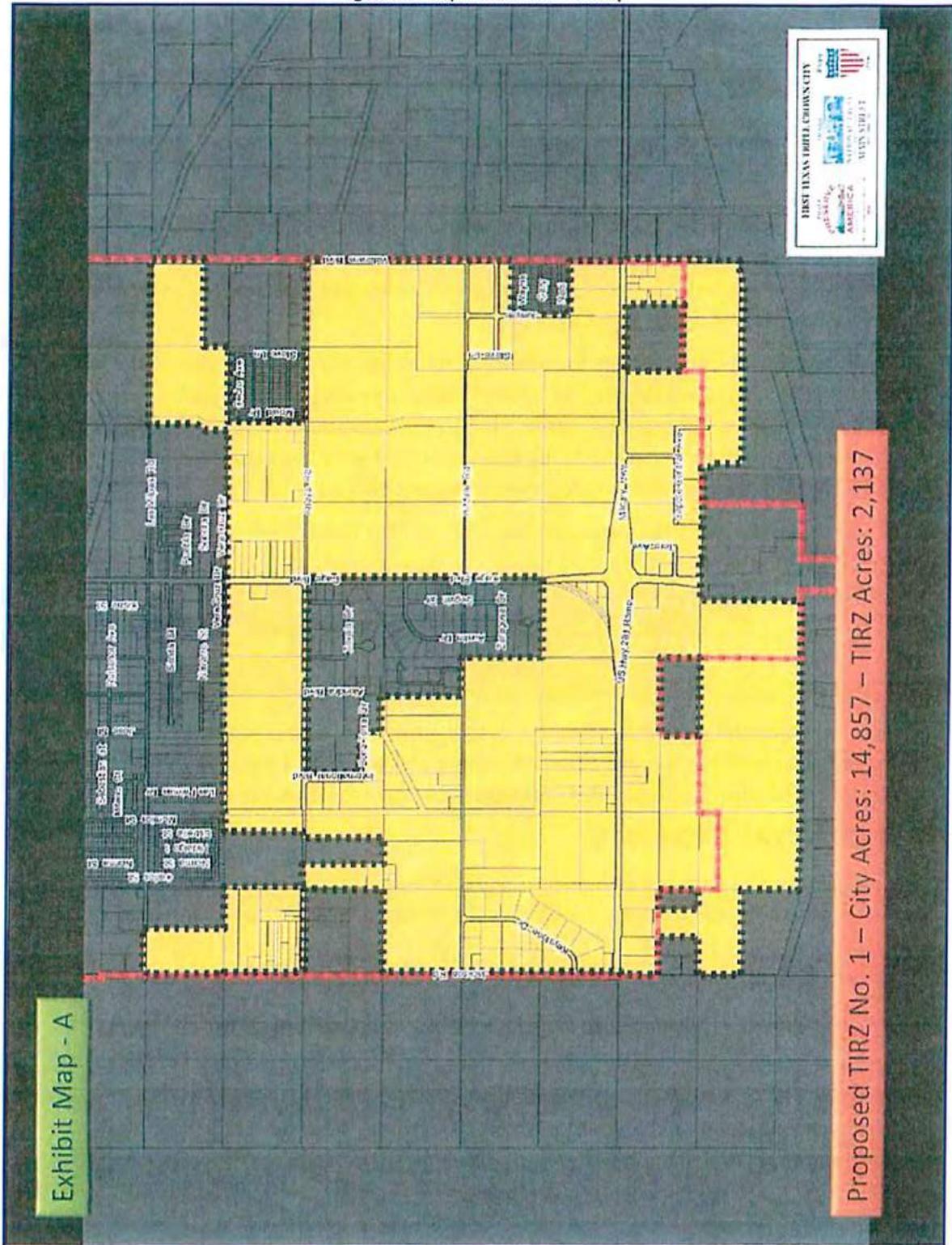
The City of Pharr Tax Increment Reinvestment Zone (TIRZ) Number One represents an important opportunity for the City of Pharr in partnership with Hidalgo County to develop a viable long-range plan for an area of the City, which has lacked a wide range of commercial, warehouse and industrial opportunities. New commercial, office/warehouse, industrial, and logistics/distribution construction are the key components of the development program. Increased employment opportunities for Pharr and surrounding county and community residents will be enhanced through the development activity within the TIRZ.

Large tracts of land in the southern sector of the City have remained vacant due to inadequate City street infrastructure, inadequately sized or no utility lines, drainage issues, water and sewer availability, and lack of adequate fire flow. The City of Pharr TIRZ Number One - City of Pharr International Logistics Development Program represents an important opportunity for the City of Pharr in partnership with Hidalgo County to promote and encourage construction of produce warehouse facilities, industrial, commercial, office warehouse, and logistical facilities in an area of the City that has significant and varied impediments to development.

The Reinvestment Zone Financing Plan developed by the City provides that potentially \$38,616,817 of public improvements will be paid for with TIF funds.

The City of Pharr established TIRZ number one in 2011 and started implementing in 2012 for 20 years on a 2,137-acre tract of commercial land. The proposed projects include roadwork, water, sewer and drainage. This area can be seen on the map on the following page.

Figure 17: City of Pharr TIRZ #1 Map



Source: City of Pharr Engineering Department

# PHARR CAPITAL PROJECTS FUNDS

The Capital Project Fund is used to account for financial resources used for the acquisition or construction of major capital facilities and infrastructure. Depending on the project, they are financed by general and proprietary resources.

## ECONOMIC STABILITY

The City of Pharr has maintained a robust financial policy and prudence while addressing the challenges of growth and redevelopment in the City. Sales tax revenue makes up one fifth of general fund sources and have, according to the rating agencies, outperformed the budget in recent years due to conservative assumptions and solid economic conditions.

The general fund is also reliant on bridge toll revenues; toll receipts increasing by almost 50% since 2007. The fiscal 2015 budget is balanced and is based on conservative growth assumptions and sales tax receipts are budgeted for a moderate 5% increase in fiscal 2015. The City has solid reserve levels and strives to maintain an unrestricted general fund balance of 90 days of the current year's budget appropriation less capital outlay and transfers out of the general fund.

The City of Pharr's credit ratings have remained constant per the following:

Table 17: City of Pharr Credit Rating

S&P	Moody's	Fitch
A	A2	AA

Source: Comprehensive Annual Financial Report, Fiscal Year ended 9/30/14

Credit ratings are important since they effect the cost of borrowing; high credit ratings translate into lower costs for taxpayers. The City uses a mixture of debt obligations to address both the short and long term funding as well as the City's operation, infrastructure improvements, and risk management.

## GENERAL CAPITAL PROJECTS

The City's capital projects, once put on hold for several years in order to correct their fiscal situation, has been restarted. The City's current plans range in purpose from public service to cultural to street. Total budgeted expenditures are \$23,663,200. Funding for these projects will come from different sources including unrestricted fund balances, grants, and bond proceeds.

The following is a brief description of the capital projects budgeted for Fiscal Year 2015-2016:

- **Southside Recreational Center** - This project is to be a full service technology center with multi-purpose community training meeting rooms and a gymnasium. This will revitalize the immediate neighborhoods and promote educational progress within the community.
- **Trans-maritime-Participation with private development on building the extension of Juniper Street** for improving Industrial Freight Mobility. Extended from HiLine Road to Military Highway.
- **Traffic Signal Sioux Rd** - Design and installation of a traffic control signal for the traffic safety and traffic flow of the intersection. Improvements to include pedestrian signals and street lighting.
- **Downtown Lighting** - Revitalization downtown street lighting from Business 83 to Polk Avenue on Business 281 (Cage Boulevard) with new decorative light pole pedestals to increase both visibility and mobility safety.
- **Park Water Features** - Beautify parks with water features in three main City Parks.

- **Downtown Traffic Light Sequencing** - Downtown signalization improvement from Ridge Road to Polk Avenue consists of installing new traffic signal equipment for synchronization improvement and efficiency mobility.
- **Navarro Street** - Reconstruction of a residential roadway adding drainage, sidewalks, and lighting for improving mobility safety.
- **Hi-Line Road** - Reconstruction of a residential roadway adding drainage, sidewalks, and lighting for improving mobility safety.
- **Egly/Sugar Road** - Drainage Improvement project to alleviate the flooding occurring at the intersection. Improvement consists of building a regional detention facility in conjunction with the Pharr Housing Authority and diverting the storm water into a pond for detaining and then releasing.
- **1<sup>st</sup> Year Paving** - Improvements consist of rehabilitating asphalt in the transportation system to maximize customer satisfaction and increase mobility safety.
- **Hike and Bike Trail** - Regional linear park facility to enhance connectivity for pedestrian traffic between the cities of San Juan, Pharr and McAllen. The trail will connect the hike and bike trail system.
- **East and West Eldora Street Improvements** - Hidalgo County and City of Pharr cooperative partnership project to improve a major collector by adding capacity from a two lane roadway to a four (4) lane with a continuous left turn facility to improve mobility safety and efficiency.
- **Pharr/McAllen Lateral Drain Improvements** - Hidalgo County Drainage District No. 1 and City of Pharr cooperative partnership to develop a drainage/flood control improvement to provide flood relief within the Northwest Central areas nested between US 83, BS 83, and US 281 of the City of Pharr.
- **Anaya and Veterans Widening Projects** - Projects are to improve a major collector from a two lane facility to a four lane with continuous left turn facility to improve mobility safety, efficiency, and economic development.

The total capital funding for the 5-10 year Capital Improvement Project in the community is \$164,180,100 as outlined in the following table:

Table 18: Capital Improvement Projects

Department	5-10 Year CIP Project Cost
Utilities	\$106,464,300
Bridge	\$17,927,600
Parks	\$8,981,000
PAL	\$2,000,000
Streets	\$20,582,200
Library	\$4,425,000
Admin	\$2,500,000
Fire	\$1,300,000
<b>TOTAL</b>	<b>\$164,180,100</b>

Source: City of Pharr Finance Department

Funding options available to cities and ones that Pharr are utilizing to fund various projects include:

A Certificate of Obligation is a streamlined method of financing. A City may use to pay a contractual obligation incurred in: (1) a construction contract; (2) the purchase of materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes; or (3) the payment of professional services, including services provided by tax appraisers, engineers, architects, attorneys, map makers, auditors, financial advisors, and fiscal agents.

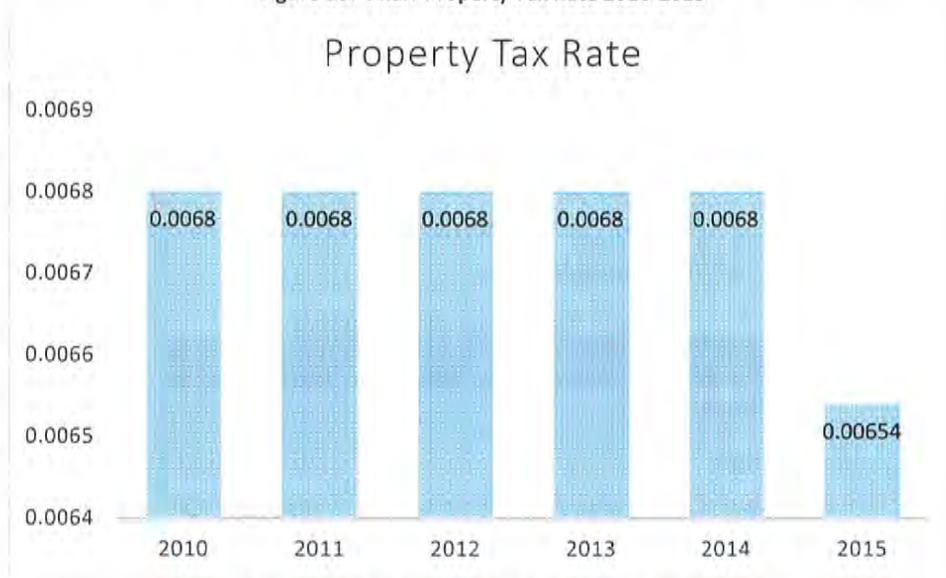
General Obligation Bonds (G.O. Bonds) are best suited for major capital projects where the commissioner’s court believes that it is important to have the voters have the opportunity to pass upon the project. These bonds are issued after approval at a bond election.

Revenue Bonds are secured by the pledge of revenues of a project and are special obligations of the issuer (as opposed to general obligations) that are payable solely from the revenues derived from an income-producing facility. These bonds are not subject to a demand for payment from taxes. No election is required under state law to issue revenue bonds.

## PROPERTY TAX RATES

For the past six years Pharr’s property tax has been steady at 68 cents per \$100. Starting on October 1, 2015 the City will reduce its current property tax rate to 65.4 cents per \$100. This decrease represents the largest property tax reduction in 14 years. This could not come at a better time for residents who recently saw an increase on their appraised property value. The City of Pharr does not increase appraised value, instead the Hidalgo County Appraisal District appraises the property.

Figure 18: Pharr Property Tax Rate 2010-2015

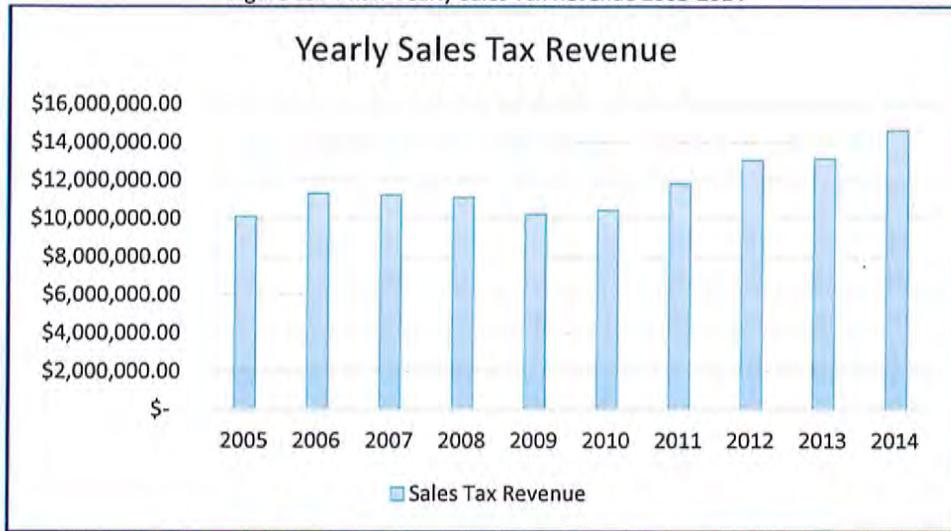


Source: Pharr website, Tax Rate History, 2015

## SALES TAX

According to the State of Texas Comptroller of Public Accounts, Pharr’s retail economy generated an increase of 14% of local sales tax revenue from September 2014 to September 2015. At the same time, the total sales tax revenue increased 10%. Both of these increases are the largest year-over-year increase in sales tax collection in the Rio Grande Valley.

Figure 19: Pharr Yearly Sales Tax Revenue 2005-2014

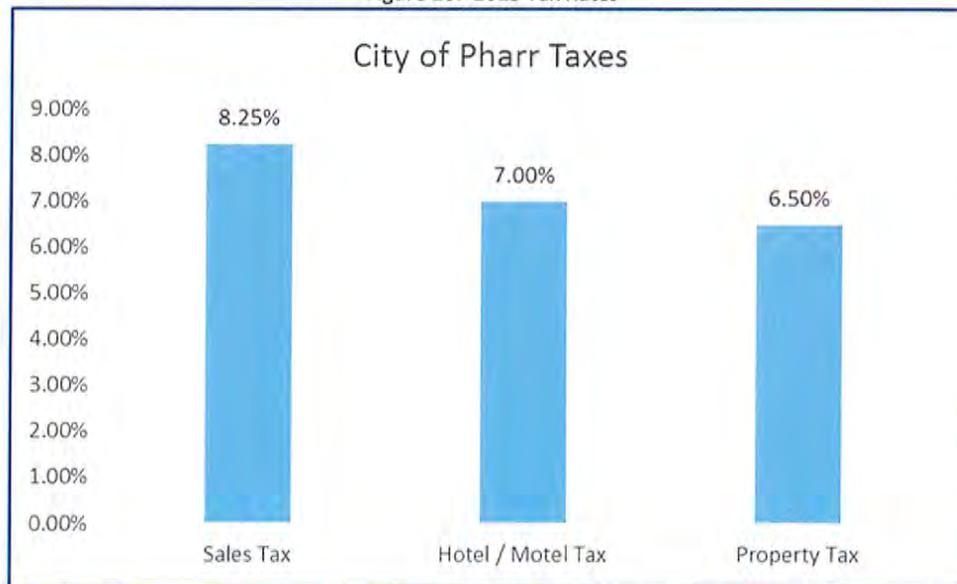


Source: City of Pharr Sales Tax Revenue Analysis, 2015

## HOTEL/MOTEL TAX

The City of Pharr currently has 19 hotels and motels, and accommodates a total of 981 rooms. Pharr has a relatively low hotel/motel tax rate of 7% of which only 1% is levied by the City. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to these activities. For 2014 the Hotel/Motel Tax brought in just under one million dollars to the fund.

Figure 20: 2015 Tax Rates



Source: City of Pharr website, 2015

## OTHER FUNDING SOURCES

Pharr utilizes many different resources to fund itself. They include:

**Utility Fund** – this fund accounts for fees assessed to both water & sewer and garbage & brush. The balance of the fund is restricted for utility construction, rate stabilization, and required debt service reserves.

**Bridge Fund** – this fund accounts for the toll fee assessed in the crossing of the Pharr International Bridge for both cars and trucks.

**Community Development Fund** – This fund accounts for grant revenues that meet the program objectives set forth by the U.S. Department & Urban Development in providing affordable housing, a suitable and viable living environment and expanding economic opportunities.

**Parkland Fund** – Created in 1999, this fund accounts for contributions that developers are required to make when creating subdivisions to provide recreational areas in the form of neighborhood and community parks.

**Asset Sharing** – This fund accounts for forfeitures awarded to the City by the federal and state courts and drug enforcement agencies. Revenues are restricted for police supplies and only to be used if general funding is not available.

**Paving and Drainage** – This fund accounts for fees added to utility bills and restricted for the purpose of street improvements.

## GOALS, OBJECTIVES, ACTIONS – ECONOMIC DEVELOPMENT

### *Goal – Economic Development*

*Cooperative efforts by the City, Pharr Economic Development Corporation and citizens will support retention and expansion of existing businesses and attract new businesses in targeted economic sectors.*

Objective A: Attract desirable businesses and industries.

Action 1: Aggressively market the location advantages of the City of Pharr for business and industry.

Action 2: Improve and expand industrial sites in Pharr.

Action 3: Attract retail, restaurants, motels, manufacturing and warehouse industries.

Action 4: Continue advocating for a designated Foreign Trade Zone (FTZ).

Objective B: Retain and expand existing businesses and industries.

Action 1: Support growth of existing local businesses.

Action 2: Consider establishing a Pharr Chamber of Commerce and/or being active members of the Rio Grande Valley Partnership.

Objective C: Reduce unemployment to single digit level.

Action 1: Work with local school districts to expand technical, vocational and specialized training programs.

See Attachment II: Pharr Economic Development Strategic Plan Action Plan for more goals, objectives and action items.

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# COMMUNITY FACILITIES AND SERVICES

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## PLANNING CONSIDERATIONS

Planning for adequate facilities and services ensures that a City can meet the demands of its growing population. Existing residents and businesses rely on a basic level of services that should be maintained and enhanced as Pharr grows both geographically and in population.

The City of Pharr provides a large range of services to its residents and businesses, including emergency services, utilities, and public facilities. This chapter identifies existing community facilities and services and provides strategies to ensure that levels of service are maintained as the City grows over the next 10 years.

## RECREATIONAL ACTIVITIES

### **Boggus Ford Event Center**

The Boggus Ford Events Center is a City owned events center which hosts a wide range of entertainment events for citizens and visitors to the Rio Grande Valley. Over 17,000 square feet is available for use for ticketed and non-ticketed events. Five full time employees and numerous part time employees work at the center providing high quality customer service so that customers have a positive experience while at the center. In fiscal year 2013-2014, 71 events were held at the center with 66% of the events being ticketed. Types of events held were boxing, music and various expo fairs.

The Boggus Ford Events Center is funded through the Hotel/Motel Tax dollars. The Events Center director meets monthly with the Hotel/Motel Association where they brainstorm ideas on bringing events to the City; the who, when, what. Currently, they are working on linking hotel/motel websites with the events center so that when purchasing tickets for an event, one can also research lodging options. Additionally, posters and banners are displayed at hotels advertising upcoming events and sponsors. Lastly, they are developing a master events calendar to list upcoming events occurring at the Boggus Event Center, Pharr Library, Pharr Aquatic Center and at the Tierra Del Sol Golf Club which will be printed and posted online.

### **Pharr Aquatic Center**

In 2008, the Pharr Parks and Recreation Department updated their long-term parks plan and found that there was a high priority demand for a community swimming pool. The existing facilities were outdated and required constant repairs, which drained resources. Through community surveys, the department discovered a desire throughout the community for a local facility. Furthermore, they discovered that members were going to other cities like San Antonio for these experiences. The initial endeavor was to be a \$3.5 million project to update and construct new facilities. Throughout the process, the department decided to exchange properties with Pharr-San Juan-Alamo ISD through a mutually beneficial, legal agreement. Through this cooperation came the decision to change the plans from an outdoor competition pool to a Natatorium that would benefit the community and schools who would use it to bring swim teams back. This changed the overall project to a \$10 million endeavor to be funded equally between the school district and City.

The Pharr Aquatic Center opened in the summer of 2013. Most recent projections put revenue for the summer season, their busiest time, at close to \$300,000. The facility sits on two acres and includes the following amenities:

- 6,800 square foot leisure pool
- Water play structure
- 150' body slide
- 150' tube slide
- Lazy river
- 200' raft slide 360 linear foot, 8' wide meandering river with children and adult slides
- 30' diameter children's pool
- Natatorium with a 25 meter x 25 meter, 10 lane competition pool

### **Tierra Del Sol Golf Club**

Tierra Del Sol Golf Club is owned and operated by the City of Pharr. It is known to be amongst the best golf courses in the region and accessible to players of all levels. Tierra Del Sol offers an 18-hole course and driving range and is affordable to those wanting to play. Due to the mild climate in Pharr, the course is open year round.

### **Pharr Memorial Library**

Located downtown, Pharr Memorial Library is a large 30,000 square foot structure. The library operates with 25 employees (75% which are full time) and a host of volunteers and college students. The library partners with higher education institutions to sponsor college students desiring a work study program.

Educational programs are offered along with community activities, art shows, book signings, and thousands of books for research and pleasure reading. Plans are underway to expand services in both north and south Pharr and offer downloadable e-books, remote access services and homebound services.

Summer reading programs include crafts, reading, movie nights, and cooking workshops, free of charge for local children. Also available to the public are fully equipped computer labs designed specifically to aid younger students with school projects, and allow adults to catch up on research, job hunting, or other productive endeavors. The library and computer lab are open each day of the week excluding major holidays.

Plans are underway to open another library, closer to South Pharr. This new center is planned to offer an array of services and be of the highest technology available. This public service will be of great value to citizens with easier access to information and resources.

### **Boys & Girls Club of Pharr**

Boys & Girls Club of Pharr opened in 1983 and has been a valuable resource for youth from Pharr, South Pharr and surrounding communities. The Club's goals are to help children stay out of trouble, stay in school and succeed in life. As of 2014, Boys & Girls Club of Pharr had grown from a single standing unit to 12 school sites and two neighborhood sites with seven full-time staff and a host of volunteers.

Programs that are offered at all the sites include: gang-violence prevention, art, drug prevention, homework help, recognition, and athletic and other life enrichment programs.

According to the 2013 annual report, the Boys & Girls Club of Pharr served more than 8,000 kids, ages 5 to 18 from the City of Pharr and surrounding communities. Most of the kids served come to the clubs several times each week and participate in a variety of activities.

### **Pharr Community Theater Company**

The Pharr Community Theater Company provides opportunities for adults and children to experience performing arts, educational programs and the integration of cultural heritage through main stage plays,

English Immersion Theater and summer acting camps. It also provides English Language Learners with the chance to use their skills in conversational settings.

## PUBLIC SAFETY SERVICES

### Law Enforcement

The Pharr Police Department provides the local law enforcement. The police department employs 181 people with 127 of them being police officers. According to the Pharr Police Chief, the department receives between 55,000 and 60,000 calls per year. Along with the headquarters office, the department has one substation in South Pharr. Police are at the International Bridge, but this is not considered a substation. Pharr has 1.7 police officers per 1000 population. The department is funded by the City, Federal and State grants, and various fees associated with vehicles and seized assets. The Pharr Police Department has implemented the Smart Policing Initiative which raises the standards for operations.

In comparison to the State averages in crimes, Pharr compared fairly well. The rate of crimes per 100,000 people was higher than the State averages in the number of rapes and assaults, but the rates were lower for robbery, murder, larceny, and auto theft.

Compared to Hidalgo County, Pharr fared well in comparison to average number of crimes. The rates of crime per 100,000 people were higher for assault and burglary while the rates per 100,000 people in Pharr were lower than the County for murder, robbery, larceny, and auto theft.

Table 19: 2014 Crime Rates of Pharr vs. Hidalgo County

Agency	Population	Murder	Robbery	Assault	Burglary	Larceny	Auto Theft
<b>PHARR PD</b>	74,555						
<b>Number of Offenses</b>		1	37	221	494	1785	106
<b>Rate Per 100,000</b>		1.3	49.6	296.4	662.6	2394.2	142.2
<b>County Totals - HIDALGO COUNTY</b>	831,477						
<b>Number Offenses</b>		26	442	1906	5123	21,538	1278
<b>Rate Per 100,000</b>		3.1	53.2	229.2	616.1	2,590.3	153.7

Source: Texas Department of Public Safety, 2014

As the City increases in population and geography, careful consideration needs to be given to increasing the number of substations and personnel in order to provide public safety. The number of officers will be critical in being able to respond timely to emergency calls, whether residential, business or on the roadways.

### CAPE Program

In 2013, the Pharr police department implemented a program called “Community Awareness Police Enforcement” (CAPE). The CAPE program is a community based initiative in which the police department works with the citizens to better the lives within the community. This provides a way for citizens to become more involved in the community as they are more aware of what is occurring in the community.

This gives the Pharr Police Department better information and helps them to solve problems more effectively. Citizens can call in to give information such as descriptions of suspects or vehicles.

## **Pharr PAL Program**

The Pharr Police Athletic League (PAL) is a very active youth crime prevention program that promotes athletics and other recreational activities to encourage youth to make positive and healthy choices about their life. PAL brings youth together with police officers and other responsible adults with the purpose of creating a bond between the youth and law enforcement. The PAL program operates with seven full time employees, over 600 volunteers and within a \$700,000 budget. The four cornerstones of PAL are:

- Academic achievement
- Cultural awareness
- Artistic appreciation
- Athletic activities

Events are planned year round for children ages 3 to 18 with the majority being from low income families. Types of athletic activities offered are baseball, fishing tournaments, football, flag football, volleyball, basketball, soccer, rugby, wrestling, boxing and softball. In 2014, over 5,700 children participated in the 16 different programs allowing them many choices to be involved, stimulated and connected to positive role models.

## **Pharr Fire Department**

The Pharr Fire Department was first established in 1922 as the Pharr Volunteer Fire Department. Today, it has 62 paid certified firefighters, 4 inspectors, and 4 fire marshals along with 10 volunteer firefighters. There are three fire stations in the City (see Figure 21: Pharr Fire Stations) fully equipped to fight fires and provide rescue operations. Besides fighting fires, the department has a multitude of community based programs, such as prevention block parties, which are held in the north, south and central parts of Pharr. They also have fire extinguisher classes for the elderly and have fire safety programs and presentations in which they send personnel, throughout the year, to all schools located in Pharr. In addition, the Pharr Fire Department is fully associated with a private ambulance service on a contract basis.

As the City increases in population and geography, the need for new fire stations and personnel will be paramount to providing quick and effective response to calls.

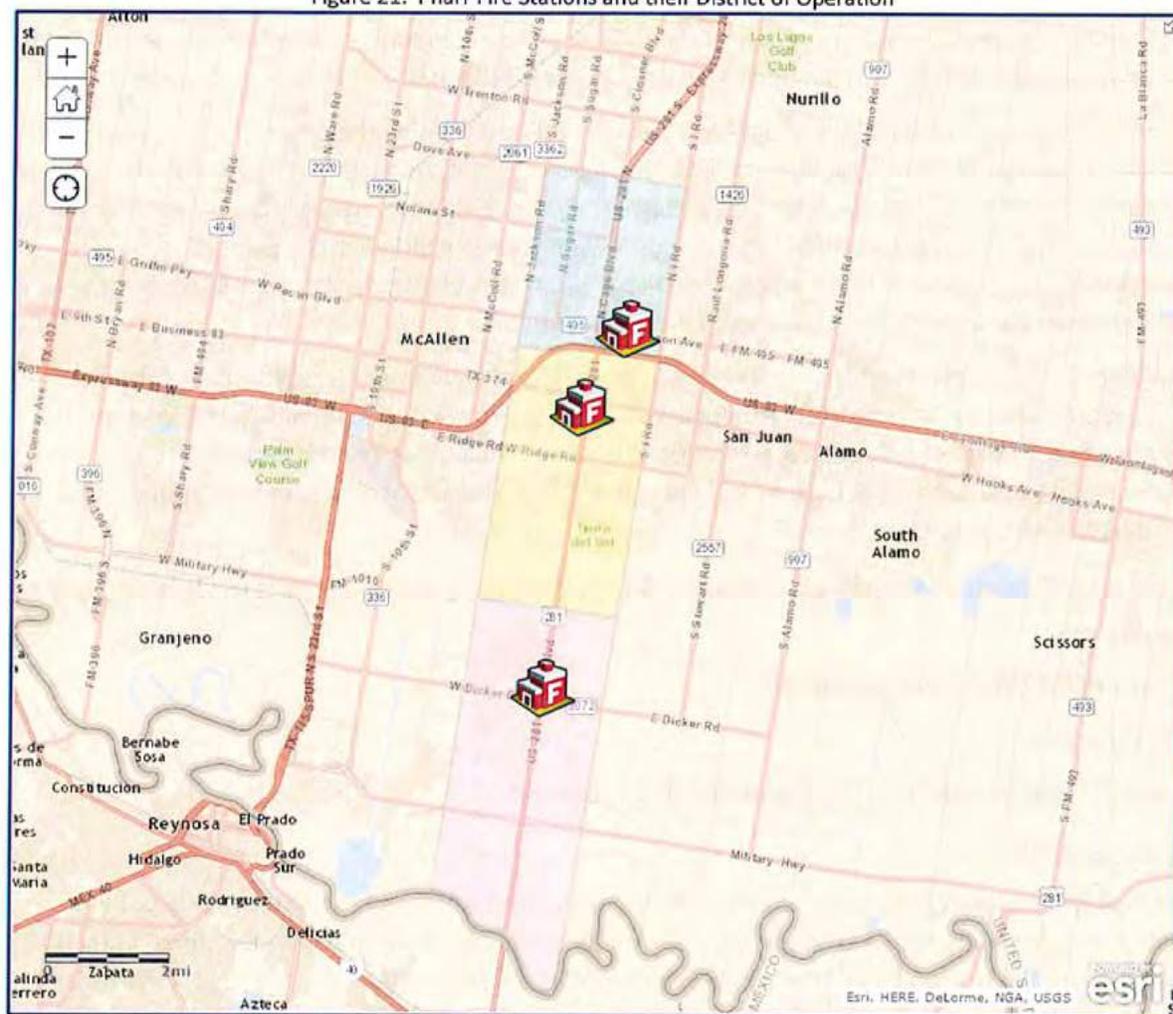
The Pharr Fire Department expanded its fire communications center through Firecomm. Firecomm's purpose is to reflect that of a regional communications center with the primary discipline of fire communications. While providing funding relief to the City of Pharr which already had an established fire communications center, Firecomm provides the City of McAllen Fire Department with its first truly dedicated fire communications center. This means the fire departments have their own high priority communications center like law enforcement communications.

Firecomm went live in June of 2012 making it the first and still currently the only operational regional communications center in the Rio Grande Valley (RGV) area. Firecomm is staffed with five communications officers and one communications supervisor covering 365/24/7 a year. Firecomm operates under a national certification from the National Academy of Emergency Dispatch (NAED) as Emergency Telecommunicators which are disciplined in three public safety fields of law enforcement, fire, and Emergency Medical Services. Firecomm also utilizes the NAED's Emergency Fire Dispatch protocols to ensure the highest level of customer service is being provided to the citizens it serves.

In January of 2014, Firecomm took on the small population but large geographical community of Linn San Manuel as its third community in which it serves. Firecomm is also the only Secondary Public Safety Answering Point (PSAP) in the Lower Rio Grande Valley Development Council's (LRGVDC) coverage area, allowing all 9-1-1 calls for fire to transfer seamlessly without compromising crucial data such as location and number information provided during 9-1-1 calls.

Since Firecomm's inception, faster dispatch times for fire related calls have been noticed, decreased transfer errors from primary PSAPS, faster transfers from primary PSAPS, and an increase in firefighter safety have been established. Firecomm's communications officers are trained in all disciplines of public safety communications. Because of this training and status of regional communications, Firecomm was chosen as the beta site for texting to 9-1-1 in the LRGVDC coverage area which encompasses Hidalgo and Willacy Counties. Firecomm's goals are to continue to be the first in the communications profession to push the bar and lead the Rio Grande Valley into the Next Generation of 9-1-1 and dispatching.

Figure 21: Pharr Fire Stations and their District of Operation



Source: City of Pharr Fire Department

## WATER AND WASTEWATER

The availability of water has long been an issue to several geographic regions across the country, and the densely populated area of South Texas is no stranger to this. Water plays a vital role in the operation of every aspect of daily life from transport to the production of agricultural goods.

Over a decade ago, the leaders of Pharr sought to be preemptive in their stewardship of this resource and developed a master wastewater plan to identify, anticipate and overcome deficiencies in the current system. The sections of this plan focused on several factors with the most important being the change in population, which is projected to increase to 134,000 by the year 2050. This puts more strain on the land by increasing the use of land for all aspects including commercial, residential and agricultural. It is also important to consider the growth of the surrounding cities like McAllen, Edinburg, San Juan, and Alamo.

Pharr is located within Hidalgo County, which obtains water from both the Rio Grande River and the Gulf Coast Aquifer. However, only about 2% of Hidalgo County's water supply comes from ground water sources, meaning the other 98% is supplied by surface water sources.

The City of Pharr is a municipally managed wastewater utility, meaning the City currently operates its wastewater treatment plant as well as its collection system. Their Wastewater Treatment Plant (WWTP) is the first in South Texas to have a Biological Nutrient Removal system, which is critical in removing phosphorous and nitrates. This plant is currently an eight million gallon per day plant. The City also operates a "Superior Water" rated Water Treatment Plant. This plant provides 19 million gallons per day of potable drinking water to the residents and visitors of Pharr.

In addition, Strategic Partnerships, Inc. reports in their Texas Government Insider online publication that in November 2014, the Texas Water Development Board approved over \$98 million in financial assistance to aid in water related projects across the State. The City of Pharr is expected to receive \$3.525 million to aid in the purchase of surface water rights of 1,500 acre feet to help address the growing City's water needs.

### **2016 Rio Grande Regional Water Plan Project Summary (as it applies to Pharr)**

#### ***Advanced Water Conservation***

##### **Project Source**

This strategy was identified by the Regional Planning Group.

##### **Project Description**

This strategy includes methods and practices that either reduce demand for water supply or increase the efficiency of supply. These strategies include the Best Management Practices identified in the BMP Guide discussed in section 5.2.5 Advanced Municipal Water Conservation. Pharr's 2011 gallons per capita daily (GPCD) was estimated at 108, and therefore the conservation water management strategy (WMS) includes a 0.5% annual reduction in municipal use through the planning horizon.

##### **Available Supply**

The amount of water conserved with this strategy was calculated using the Unified Costing Model and is based on the conservation goal, rate to achieve that goal, and population and water demand projections.

### Environmental Issues

There are no known environmental issues associated with this strategy, only benefits due to water and energy savings from conservation.

### Engineering and Costing

Costs for this strategy were calculated using the gallons per capita per day (GPCD) estimated for each municipality. Because the base year GPCD was below 140, the rate was set to 0.5% reduction per year, with a minimum value of 60 GPCD. The Unified Cost Model (UCM) Advanced Water Conservation tool was used to estimate the annual costs and savings. A more detailed explanation of the methodology can be found in Section 2.5.5 Advanced Water Conservation.

Table 20: Pharr Advanced Water Conservation Cost and Yield Project

Year	2020	2030	2040	2050	2060	2070
Yield (acre-ft./year)	0	0	167	848	1,777	2,884
Total Annual Cost	0	0	\$113,704	\$577,394	\$1,209,863	\$1,963,795
Unit Cost (\$/1,000 gallons)	0	0	\$2.00	\$2.00	\$2.00	\$2.00

Source: Rio Grande Water Plan Project Summary

### Implementation Issues

No major implementation issues are anticipated for this strategy; however, this strategy is largely dependent on public knowledge and participation.

Raw Water Reservoir Augmentation (Potable Reuse)

### Project Source

This strategy was submitted by the City of Pharr to the Regional Planning Group.

### Description

This water management strategy is to augment the City of Pharr's raw water supply with reuse water. A portion of the wastewater treatment plant effluent would be treated to near drinking water standards, stored in a buffering pond, and then pumped to a raw water storage pond where it would mix with raw Rio Grande water supplied by Hidalgo County Irrigation District No. 2.

This strategy was presented to and approved by Texas Water Development Board (TWDB) in a Water Reuse Priority and Implementation Plan Report, prepared in September 2011.

### Available Supply

The current plant flow of the City of Pharr wastewater treatment plant is 6 millions of gallons per day (MGD). This project would use 4 MGD of that flow initially and an additional 2 MGD is anticipated to be available in the near future. The total available supply for this strategy is 6 MGD, or 6,721 acre-ft./year.

### Environmental Issues

Potential environment impacts may be seen due to lower effluent flows to the discharge streams. These impacts could include:

- Decreases to the stream flow/level
- Change in the water quality by reducing the organic levels

- Effects to fish and wildlife that inhabit the streams

Additionally, temporary environmental impacts may be seen during construction activities, such as increased air and noise pollution. However, these effects are typical of any construction project.

### **Engineering and Costing**

The components of this project include an advanced reclaimed water treatment plant, storage pond, and pump station to be construction next to the existing wastewater treatment plant on City owned land. A pipeline is also required to convey the reclaimed water to the raw water storage pond near the water treatment plant. The advanced treatment plant will consist of membrane filtration, reverse osmosis, and UV disinfection. Concentrate disposal from the treatment processes would be discharged to the Arroyo Colorado, with the traditional wastewater treatment plant (WWTP) discharge. It is assumed that the construction period would be 2.5 years.

Table 22 outlines the estimated project requirements used to develop the cost estimate. Treatment Level 3 (new) was used on the Unified Costing Model spreadsheet to estimate the costs for addition of the advanced treatment facilities. The total costs for this option are presented in Table 23.

Table 21: Pharr Raw Water Augmentation Project Requirements

Facility	Description
Available Project Yield	6 MGD
Pump Station	244 HP
Pipeline	20-inch; 13,200 LF
Storage	14 MG
Treatment Upgrade	Level 3

Source: Rio Grande Water Plan Project Summary

Table 22: Total Costs for Projects

Year	2020	2030	2040	2050	2060	2070
Yield (acre-ft./year)	6,721	6,721	6,721	6,721	6,721	6,721
Capital Cost	\$38,422,000	0	0	0	0	0
O&M Cost	\$2,287,000	\$2,287,000	\$2,287,000	\$2,287,000	\$2,287,000	\$2,287,000
Total Annual Cost\$	\$5,425,000	\$5,425,000	\$2,287,000	\$2,287,000	\$2,287,000	\$2,287,000
Unit Cost (\$/1,000 gallons)	\$2.48	\$2.48	\$1.04	\$1.04	\$1.04	\$1.04

Source: Rio Grande Water Plan Project Summary

### **Implementation Issues**

Final design of the indirect potable reuse project would require approval by Texas Commission on Environmental Quality (TCEQ). Any requirements developed by TCEQ for potable reuse by the time this project is constructed would need to be met. Construction of the new pipeline may also include any of the following permits: U.S. Army Corps of Engineers Section 404 permit, Texas Parks and Wildlife Department (TPWD) Sand, Shell, Gravel and Marl permit, Texas Pollutant Discharge Elimination Systems (TPDES) Storm Water Pollution Prevention Plan, TXDOT right-of-way permit. Additionally, local public opinion of potable reuse would have to be taken into account and a public relations campaign may be required.

# Rio Grande Regional Water Authority Regional Brackish Desalination Plant

## Project Source

This strategy was submitted to the Regional Planning Group by the Consultant working on the Rio Grande Regional Water Authority (RGRWA) Lower Rio Grande Valley Regional Water Supply Project.

## Project Description

The RGRWA Lower Rio Grande Valley Regional Water Supply Project is looking at options for regional solutions to supply additional water to the Lower Rio Grande Valley. Although this project is not complete, preliminary investigations and previous studies performed for the region indicate that a Regional Brackish Desalination Project is a viable solution. The project would consist of three brackish groundwater desalination facilities that would each serve a different group of municipalities within the region. Pharr is located within Group 1 for this project.

## Available Supply

The first phase of the Regional Brackish Desalination Project would provide Pharr with 6,700 acre-ft./year in 2020 and Phase II would provide 9,000 acre-ft./year in 2040, based on the recommendations of the Bureau of Reclamation Lower Rio Grande Basin Study.

## Environmental Issues

The primary environmental issue associated with brackish groundwater supply is the disposal of concentrate. It is assumed that the concentrate will be disposed of via surface water discharge, however a specific location and total dissolved solids (TDS) limits will need to be determined during preliminary design.

## Engineering and Costing

Preliminary engineering and costs for this strategy are based on the recommendations of the Bureau of Reclamation Lower Rio Grande Basin Study, which is one of the studies that the RGRWA Lower Rio Grande Valley Regional Water Supply Project is building from.

Table 24 presents the cost and yield projections for Group 1 of this project. It is important to note that the Capital Cost, Operating & Maintenance (O&M) Cost, and Total Annual Cost are for the entire Group and the Yield is only the amount supplied to Pharr.

Table 23: Pharr RGRWA Regional Brackish Desalination Project – Group 1 Cost and Yield Projections

Year	2020	2030	2040	2050	2060	2070
Yield (acre-ft./year)	6,700	6,700	9,000	9,000	9,000	9,000
Capital Cost	\$358,614,000	0	\$100,295,000	0	0	0
O&M Cost	\$25,394,000	\$25,394,000	\$34,169,000	\$34,169,000	\$34,169,000	\$34,169,000
Total Annual Cost\$	\$55,403,000	\$55,403,000	\$42,562,000	\$42,562,000	\$34,169,000	\$34,169,000
Unit Cost (\$/1,000 gallons)	\$3.30	\$3.30	\$1.86	\$1.86	\$1.49	\$1.49

Source: Rio Grande Water Plan Project Summary

### **Implementation Issues**

No major implementation issues are expected for this strategy. Approval for additional concentrate disposal will be needed from TCEQ. Construction of the new facility and piping may also include purchase of land and a TXDOT right-of-way permit.

## **Expand Existing Groundwater Supply**

### **Project Source**

This strategy was recommended in the 2011 Regional Water Plan.

### **Description**

This strategy is to provide additional supply to Pharr with the installation of additional groundwater wells, however the City does not currently have any groundwater wells.

## **Non-potable Reuse**

### **Project Source**

This strategy was recommended in the 2011 Regional Water Plan.

### **Description**

This strategy is to use treated wastewater effluent for non-potable reuse. Pharr currently uses 5.0 MGD of non-potable reuse and they have submitted a strategy for additional wastewater treatment plant effluent to be used to potable reuse.

## GOALS, OBJECTIVES, ACTIONS – COMMUNITY FACILITIES AND SERVICES

### *Goal – Community Facilities and Services*

*To provide a broad range of community services, safety initiatives, and recreational facilities for the residents and visitors of the City of Pharr.*

**Objective A:** Maintain and enhance sports facilities, community event centers, and library facilities.

**Action 1:** Encourage community support and feedback on use and expansion of services and facilities.

**Action 2:** Address the growing youth sector with sports programs and value-added educational services at the community's library.

**Action 3:** Continue and consider increasing the number of swim meets/competitions hosted at the Pharr Aquatic Center to capitalize on mounting interest by all ages.

**Action 4:** Maintain a strong maintenance and upgrade of all community-wide service facilities.

**Action 5:** Support the plans to increase events at the Boggus Ford Event Center.

**Objective B:** Continue provision of public safety services to ensure an efficient and safe community.

**Action 1:** Maintain high standards and ongoing training in all sectors of the community's law enforcement and first responders.

**Action 2:** Continue active crime prevention programs, such as CAPE, PAL and community based programs.

**Action 3:** Inform and educate the community on the role and dedication of law enforcement, fire, and EMS services.

**Action 4:** Begin evaluation to locate new fire stations, police substations, libraries and other community facilities in the proposed Extra-Territorial Jurisdiction annexation area.

**Objective C:** Efficient and effective delivery of water and wastewater infrastructure to facilitate continued growth.

**Action 1:** Review and update all plans for expansion of water and wastewater services.

**Action 2:** Upgrade and actively maintain existing water system infrastructure.

**Action 3:** Review all options to expand and ensure adequate freshwater supply and infrastructure needs to address the future growth of the City.

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# PARKS AND OPEN SPACE

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## PLANNING CONSIDERATIONS

Parks and open space improve the livability of a community and contribute to the quality of life for residents. Careful attention should be paid to the expansion of the park system as the population increases. Open space is a defining characteristic of a desirable community and can promote economic growth and increase the attractiveness of a community for existing and future residents.

The purpose of this chapter is to assess park and open space needs over the next 10 years and identify strategic ways to protect and enhance the existing and future parkland with limited land remaining.

## SUMMARY OF PARKS MASTER PLAN 2008

Parks and open space are an important aspect of the quality of life in Pharr. The City has several parks and more are being considered to ensure that new growth also brings new parks. The Comprehensive Parks Master Plan Update of 2008 adopted the same goals as the Comprehensive Parks Master Plan of 2000.

Pharr contains 10 parks and recreation complexes, including the Victor Garcia Municipal Park featuring a walking trail, multi-purpose gazebo, playground equipment and barbeque facilities. This park is over seven acres in size and has many trees and tropical landscaping. The Memorial Park pays tribute to the many war veterans. The City also maintains a sports complex and a tennis complex. In addition, the Parks Department offers numerous summer, fall and holiday activities.

Pharr has 57 acres of parks, and based upon current standards it would require over 300 acres of parks and recreation. However, the City is already developed and has little room for park expansion within its current City limits.

Land under City ownership could be used for parks, but the City will have to be more proactive in addressing park needs and acquiring more park sites. Purchase or donation of land should be actively pursued.

### Projects and Prioritization

2009 – 2013

1. Develop land for and develop citywide park for Park Zone 1 to include baseball fields, soccer fields, and trails.
2. Develop a neighborhood park in Park Zone 1 with area appropriate improvements (swings, benches, pavilion, sidewalks, etc.)
3. Work with a consultant to determine type and size of swimming pool that would best suit community.
4. Coordinate and create partnerships with the Boys' and Girls' Club for additional parks and recreation facilities in South Pharr.

2014 – 2018

1. Acquire and develop additional land adjacent to or near parks and schools when available.
2. Acquire land for neighborhood parks and / or pocket parks in appropriate areas when available and where development is occurring.

3. Develop relationships with commercial land owners to establish partnerships
4. Plan for a central open-air amphitheater that will host citywide cultural events and festivals.

2019 – 2023

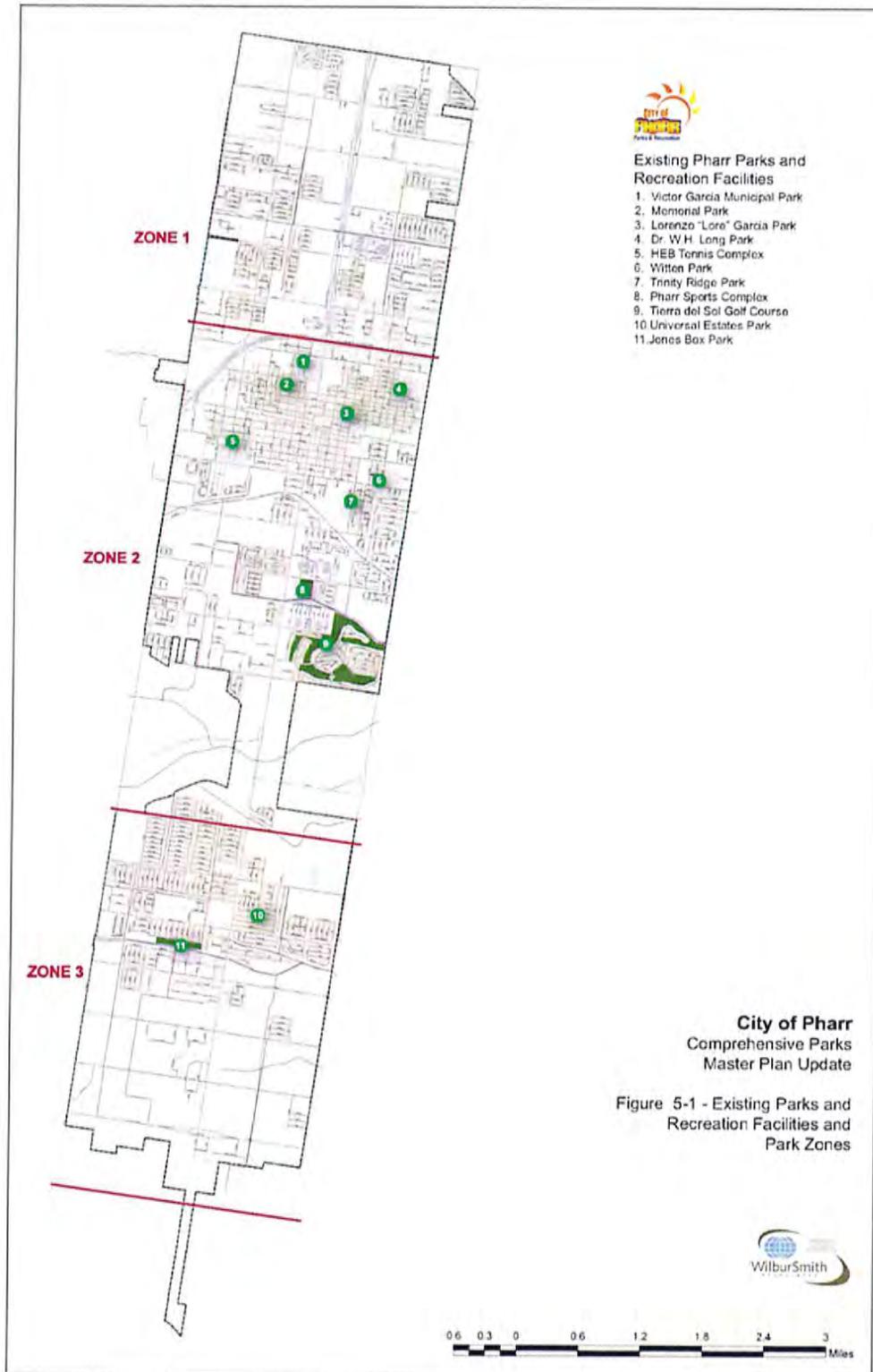
1. Plan for a multi-use indoor facility that can also serve as a youth community.

Figure 22 shows a map of the existing parks and recreation facilities located in Pharr as per the Master Park Plan of 2008.

Parks and open space provide a place for relaxation, escape, and exercise. They also help build a sense of community and are a key to making places to live, visit, and work more attractive. They serve as places to improve health and well-being and prevent disease through physical activity, relaxation, and contemplation. The development of new and the protection of existing parks and open spaces offers lasting social, cultural, and environmental benefits for the people of Pharr.

The City will expand its acreage of parks and open spaces with the annexation of the 130 acres associated with the Fair Grounds and the 2,066 acres in the Santa Ana Wildlife Refuge. Both of these areas will provide much more space for exercise, relaxation and family time. Currently, the parkland and open space ratio is 11.8 acres per 1,000 population. This additional parkland acreage will bring the City to 37.4 acres of parkland and open spaces per 1,000 population which exceeds the national average of 12.9.

Figure 22: Existing Pharr Parks and Recreation Facilities



Source: City of Pharr Comprehensive Parks Master Plan 2008

## **REGIONAL LINEAR PARK PROJECT**

The Regional Linear Park Project will provide enhanced connectivity for pedestrian traffic between the cities of San Juan, Pharr and McAllen, making it one of the biggest regional projects in the history of the Rio Grande Valley. When completed, the trail will connect the hike and bike trail system from San Juan all the way to the University of Texas Rio Grande Valley site in McAllen. The trail will be between 7.5 and 8.8 miles long with over 70% of it being in Pharr as per Proposed Option 4, Attachment III, Regional Linear Park Project. Final determination of the exact route will be determined upon completion of an assessment required by the National Environmental Policy Act.

The Regional Linear Park Project is possible due to an Interlocal Cooperative Agreement between the Hidalgo County Metropolitan Planning Organization, Hidalgo County, and the cities of Pharr, San Juan and McAllen. These entities, in addition to funds from the Texas Department of Transportation, will pay for the project which is divided into three phases and set to begin development when all assessments and public involvement have been completed in Phase I. Complementing the trail, there will be landscaping, parking lots, lighting, security cameras, call boxes, wireless internet, water fountains and outdoor exercise equipment.

## GOALS, OBJECTIVES, ACTIONS – PARKS AND OPEN SPACES

### *Goal – Parks and Open Spaces*

*Enhance and expand parks, recreation facilities and open spaces to meet the needs of Pharr residents for opportunities to experience the outdoors and to enhance the overall image and character of the community.*

Objective A: Improve and expand the Pharr Parks System.

Action 1: Improve existing or create new playing fields/sports complex which would better serve the needs of the local and regional recreational organizations and use as a revenue source for the City.

Action 2: Implement the terms of the Interlocal Agreement between the Hidalgo County Metropolitan Planning Organization, Hidalgo County and Cities of Pharr, San Juan and McAllen concerning the Regional Linear Park Project.

Action 3: Renovate and expand recreation facilities and programming to better meet the needs of the community, including services for Pharr's youth and seniors.

Please see Attachment IV: Comprehensive Parks Master Plan Update Goals & Objectives 2008 for more goals and objectives directly related to parks and open spaces.

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# SWOT

A Strengths, Weaknesses, Opportunities, and Threats analysis (SWOT) of the City of Pharr was conducted in November and included representatives from a cross section of local business, civic, and elected officials. The SWOT assessment serves as a vital indicator and baseline for developing a strategic plan for the future and gauge to focus on the challenges and opportunities facing the community and region. This was done at a stakeholder meeting with a free flowing discussion session focusing on key issues, areas for growth, and job creation.

This activity is divided into four sectors to assess the Strengths, Opportunities, Weaknesses, and Threats facing both the public and private sectors. Much of the concerns are based on the impact of the dynamic growth across the region. High on the list are concerns for water availability as the City continues to grow, border regulations on trade and crossings, the need for infrastructure to handle the growing congestion, non-competitive wages, and a lack of regionalism.

Maintaining an active dialog with the adjacent communities is of paramount importance to ensure and capitalize on the coordination of infrastructure and transportation enhancement while the entire region is experiencing rapid growth. Additionally, working with local school districts and area community and technical colleges to expand technical, vocational, and specialized training will close the non-competitive wage gap and provide a more robust workforce in the community.

The geographic location of Pharr is on one hand a boon to the City and region with the strategic advantage of the Pharr International Bridge. However, The City has limited room for growth and expansion. Development and adoption of an annexation plan and strategy to incorporate the pending Extra-Territorial Jurisdiction (ETJ) area and a diversified land use plan will maximize both the development of commercial services near the Pharr Bridge as well as a wide-range of housing options to facilitate the continued growth.

The Opportunities and Strengths of the community far outweigh the challenges. The City should develop a robust branding campaign to highlight the strategic location of Pharr as both a destination for tourists, retail and hotel expansion, as well as a leading international port-of-entry. The Pharr International Bridge is a critical strategic advantage to the community and region.

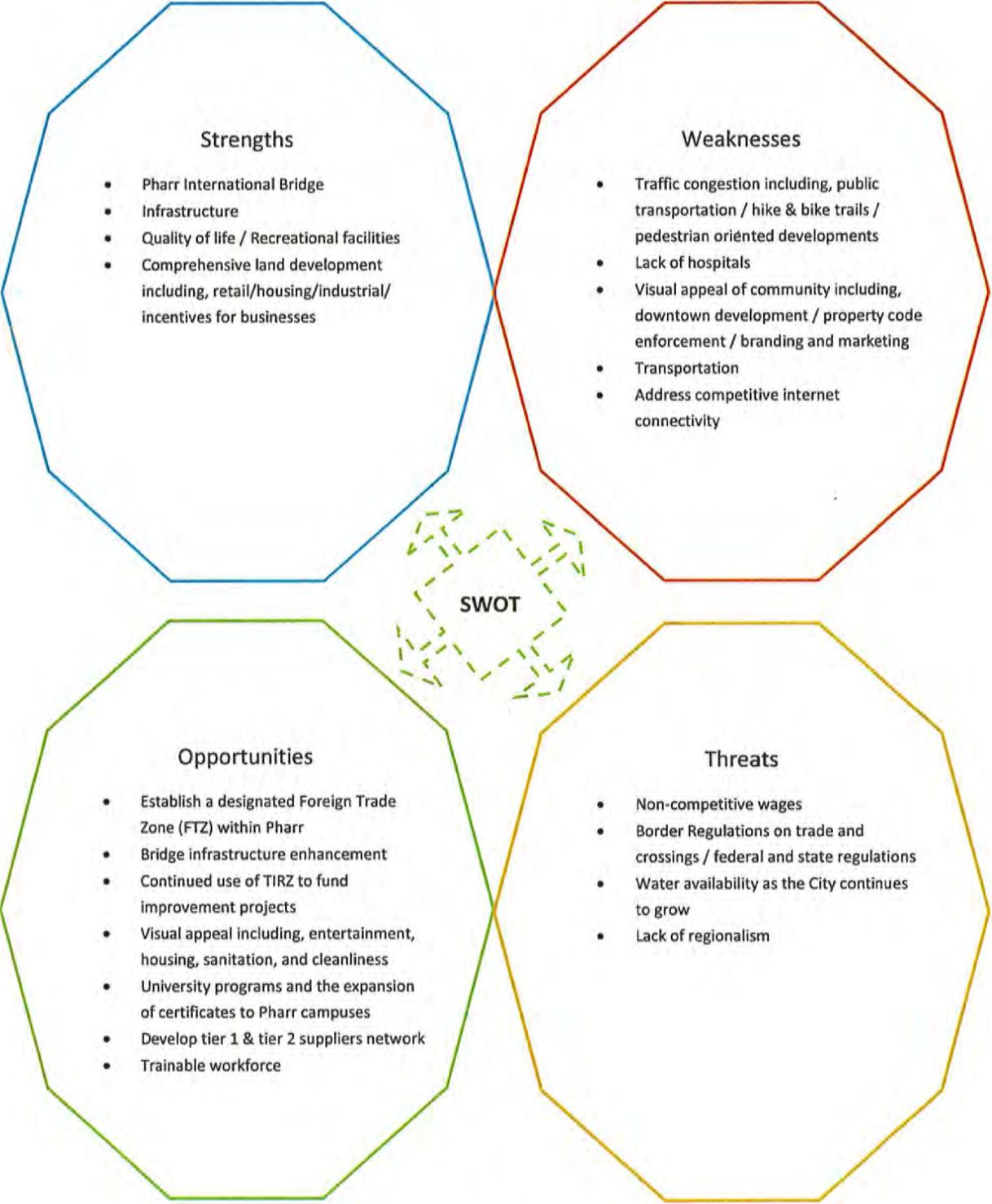
The Pharr International Bridge is a critical strategic advantage to the community and region.

Continued dialog with state, federal, and international agencies will insure smooth operations and expansion of trade via the bridge and bodes well for value-added commercial growth and revenue for the City of Pharr. An opportunity arising from the international bridge is the continued development and application for a designated Foreign Trade Zone (FTZ) for the commercial area adjacent to the Pharr International Bridge.

This SWOT finds Pharr well positioned to benefit as the economic climate continues to improve. Pharr is a family-friendly, welcoming community with a strong sense of pride, whose recent and future growth will catapult them to meet their full potential making them “the” community of choice to raise a family and build a full life.

# SWOT ANALYSIS FOR PHARR, TEXAS

## NOVEMBER 2015



# IMPLEMENTATION & ADMINISTRATION

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The City of Pharr's Comprehensive Plan is a long-range policy document intended to guide the decisions of the City's leadership, including the Mayor and City Commission, the Planning and Zoning Commission, and department representatives from across the City of Pharr. The Comprehensive Plan is the guiding policy document for the decisions made on behalf of the community over time. The planning horizon is approximately 10 years, and so community leaders must remain committed over the long term with decisions that further the goals and vision of the residents of the City of Pharr.

The purpose of this chapter is to lay out a framework for implementation. This chapter includes a description of the roles and responsibilities of implementation of the Plan and establishes a process for annual review and periodic evaluation of the Plan. Key stakeholders, including Pharr residents and business owners, landowners and developers, and other influential civic groups or organizations must be re-engaged throughout the implementation of the City's Comprehensive Plan. Public involvement may include advisory committees, public community meetings, open houses, and other public forums.

The Plan's recommendations must be integrated into City policies, programs, and daily operations, including development, project management and administration, regulation and enforcement, and provision of utilities, facilities, and/or services. The Plan must also be used in conjunction with the plans and programs of the Lower Rio Grande Valley, Hidalgo County, and the surrounding municipalities and school districts.

## PLAN IMPLEMENTATION METHODS

The Comprehensive Plan should be continually consulted to ensure that decisions that are made further the goals and strategies of the Plan. There are several specific ways in which the Comprehensive plan should be implemented, including the creation of small area action plans, zoning regulation, subdivision regulation, Capital Improvements Programming (CIP), Extra-Territorial Jurisdiction (ETJ) and annexation.

## DEVELOPMENT REGULATIONS

### Action Plans

The Comprehensive Plan is a bird's eye view of the City of Pharr. Engaging residents and stakeholders at this level is often difficult. Through a separate small area action planning process, residents can more directly affect the future of the area where they live and work. Small area action plans are focused action plans for targeted areas of the community and may include neighborhood, corridor, district, or downtown plans. These plans build on the vision and strategies adopted during the comprehensive planning process, putting them into action on a smaller scale. Small area action plans are adopted as amendments to the City's Comprehensive Plan and are an implementation tool of the Plan.

### Zoning Regulation

If done in compliance with the Comprehensive Plan, zoning can be one of the most effective implementation tools. Zoning most directly affects the built environment and physical form of the City and can create or alleviate compatibility issues between uses. Existing zoning districts should be evaluated to ensure that they are consistent with the goals and strategies of the Comprehensive Plan. Individual rezoning applications should be reviewed for consistency with the Future Land Use Map and the strategies contained in the Comprehensive Plan before land is rezoned.

## **Subdivision Regulation**

The purpose of subdivision regulations is to ensure that land being prepared for sale or development has adequate streets, utilities, and drainage. Subdivision regulations protect the public from purchasing properties with inadequate provision of utilities or without emergency access. The subdivision review process also ensures that public improvements meet the City of Pharr's standards prior to being dedicated to the public. In Texas, cities have the authority to extend subdivision standards into their ETJ to ensure that as areas are annexed, they do not become a liability to the City.

## **CAPITAL IMPROVEMENTS PROGRAM (CIP)**

A capital improvements program is used to allocate money for major city expenditures and prioritize public investments needed to accommodate new growth, redevelopment, and ensure continued success of existing neighborhoods and commercial/business corridors. A CIP is generally a five year plan for infrastructure improvements that is reevaluated and reviewed each year to ensure money is allocated in priority areas and for priority projects. Through the CIP, Pharr can ensure a more efficient provision of services. Projects included in the City's CIP should be consistent with the goals and strategies of the Comprehensive Plan and should strategically guide growth and development. CIP is the primary funding tool of the Comprehensive Plan.

## **EXTRA-TERRITORIAL JURISDICTION (ETJ) AND ANNEXATION**

The City should exercise its limited development controls in the ETJ to ensure adequate infrastructure in developed areas as they are annexed in the future. Requiring adequate fire flows, potable water and wastewater infrastructure may help Pharr influence the timing, pattern, and quality of development in the ETJ – the gateway to the City. Through annexation, the City is also able to control land use and site development standards. Benefits of annexation may include land use controls, additional area for future growth, alleviate health or life safety concerns through application of building and fire codes, and increased property/sales tax. A careful cost-benefit analysis should be done when considering annexation.

## **ANNUAL PLAN REVIEW**

Pharr's Comprehensive Plan should be monitored to ensure that the goals of the Comprehensive Plan are relevant over time. The Plan is a living document that should be consistently reviewed and potentially amended to reflect changing desires of stakeholders and changing conditions of the community.

City staff should prepare an annual evaluation of the effectiveness of the Plan, including implementation efforts over the previous year, consistency of decisions made, needed amendments to City ordinances and regulations, challenges in Plan implementation, and recommended amendments to the City's Comprehensive Plan. This annual evaluation should be presented to the Planning and Zoning Commission and City Commission in a public forum for their review and acceptance. During this annual evaluation, an action plan should be established for Plan implementation over the upcoming year.

## **FIVE-YEAR PLAN EVALUATION**

Upon the five-year anniversary of the adoption of the City's Comprehensive Plan, Pharr's leadership should re-engage the stakeholders to assess the City's progress in the implementation of the Plan. At this time, demographic shifts and trends, original assumptions, current state of the economy, and

changes in City circumstances should be evaluated and needed Comprehensive Plan amendments should be recommended to the Planning and Zoning Commission and the City Commission.

Keeping the Plan current and responsive to current needs of the City of Pharr and its residents is crucial to the long-term success and implementation of the Pharr Comprehensive Plan.

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# APPENDIX

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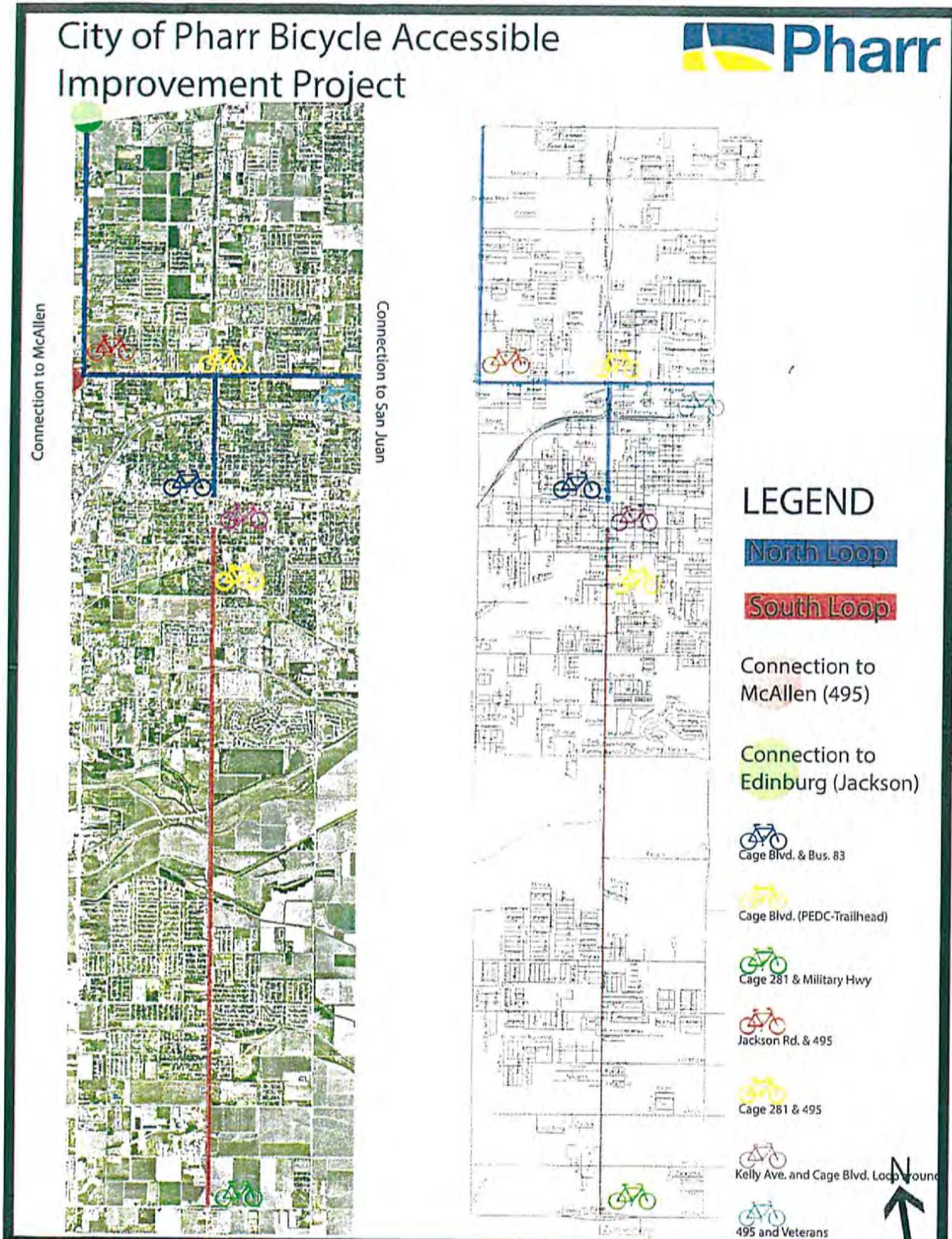
# ATTACHMENTS

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Attachment I	City of Pharr Bicycle Accessible Improvement Project Map
Attachment II	Pharr Economic Development Strategic Plan Action Plan, February 2015
Attachment III	Regional Linear Park Project, Option 4
Attachment IV	Comprehensive Parks Master Plan Update Goals & Objectives 2008

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# ATTACHMENT I - CITY OF PHARR BICYCLE ACCESSIBLE IMPROVEMENT PROJECT MAP



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# ATTACHMENT II - PHARR ECONOMIC DEVELOPMENT STRATEGIC PLAN ACTION PLAN, FEBRUARY 2015

## Attachment V: Pharr Economic Development Strategic Plan Action Plan

### Pharr's Economic Development Action Plan

It is clear from workshops and feedback that Pharr has the leadership, vision and will to promote itself, leverage its many strengths and create a more prosperous economy while preserving its core values. As a result, maintaining open communication and transparent governance are of paramount importance in order for the community to progress.

The Pharr Economic Development Strategic Plan culminates with this Action Plan that is developed to lead, excite and unite residents, leaders and businesses to aggressively promote and build upon the many natural and acquired assets present in Pharr.

- I. Guiding Principle: Pharr leaders are the catalysts that create regional unity and prosperity.*

GOAL: A. Attainment and execution of a unified regional perspective and an international vision.			
ACTION STEPS	LEAD ENTITY	MEASURE OF SUCCESS	START
A1. Responses are timely to requests for information	Pharr EDC	Some response is initiated within 2 days of receipt	2 <sup>nd</sup> quarter 2015
A2. Conduct regular meetings with sister cities	City of Pharr Pharr EDC	<ul style="list-style-type: none"> <li>• Schedule of regular meetings developed</li> <li>• Meetings held</li> </ul>	4 <sup>th</sup> quarter 2015
A3. Build and extend collaborations within the region; preparing for a metroplex	City of Pharr Pharr EDC	Collaborations with sister cities established	2 <sup>nd</sup> quarter 2016
A4. Increase communication with citizens to keep them informed of city/county/regional activities	City of Pharr Pharr EDC	Communications online and/or published include citizens of sister cities	4 <sup>th</sup> quarter 2016
A5. Establish a Leadership Lower Rio Grande Valley program, including a youth component	City of Pharr Pharr EDC	Program established for adults and youth	1 <sup>st</sup> quarter 2017

**II. Guiding Principle: A comprehensive and proactive quality of life program strengthens the health, comfort and happiness experienced by citizens, visitors and businesses in Pharr.**

<b>GOAL: A. Enhance the livability in Pharr in ways that make the community more attractive to citizens and families of all ages.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
A1. Involve young adults in Pharr development plans to foster a connection with the community	City of Pharr ISDs in Pharr	Young adults are on committees and involved in planning	4 <sup>th</sup> quarter 2015
A2. Develop a master plan for residential areas in efforts to attract families, safe and secure neighborhoods	City of Pharr	Master Plan developed and adopted	1 <sup>st</sup> quarter 2017
A3. Create a data base to identify and match volunteer opportunities for volunteers of all ages	Silver Ribbon Organization	<ul style="list-style-type: none"> <li>• Data base established</li> <li>• Citizens are aware it exists</li> </ul>	1 <sup>st</sup> quarter 2018
A4. Plan for an Elder Ready Community - sidewalks for motorized chairs, walking to stores; health services, benches to rest	City of Pharr	<ul style="list-style-type: none"> <li>• Plan created</li> <li>• Plan executed</li> </ul>	1 <sup>st</sup> quarter 2018
A5. Promote a philanthropic support system (businesses and old families) that build/maintain parks, museum, memorials throughout the city	City of Pharr	Proposal developed and shared with community	2 <sup>nd</sup> quarter 2019
A6. Design and construct a pedestrian friendly downtown/retail area	Main Street Program	Plan is designed and adopted	2 <sup>nd</sup> quarter 2019

<b>GOAL: B. Elevate Pharr's tourism opportunities to become the region's destination of choice for sports, outdoor and winter entertainment.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
B1. Increase hosting sports camps including ProSports camps	City of Pharr	Camps increase by 5% each year	2 <sup>nd</sup> quarter 2016
B2. Host events such as craft nights, square dancing, bingo, country dancing to engage visitors	City of Pharr	Events marketed and held	3 <sup>rd</sup> quarter 2016
B3. Build outside venue for entertainment - outdoor amphitheater playgrounds	City of Pharr	<ul style="list-style-type: none"> <li>Plan developed and adopted</li> <li>Venue built</li> </ul>	3 <sup>rd</sup> quarter 2019
B4. Increase parks & recreational areas throughout the city with hike & bike trails; bird & butterfly watching	City of Pharr	<ul style="list-style-type: none"> <li>Park space is increased</li> <li>Parks are accessible to citizens</li> </ul>	3 <sup>rd</sup> quarter 2020
B5. Continue development of a multi-sports complex	City of Pharr	Multi-sports complex is built	4 <sup>th</sup> quarter 2020

<b>GOAL: C. Enhance Pharr transportation and infrastructure to meet the needs of citizens and employers.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
C1. Increase code enforcement (enforcement and/or revisions to strengthen codes) so that unsightly businesses are cleaned up including their yards, no matter who owns it	City of Pharr	Decrease in unsightly businesses	4 <sup>th</sup> quarter 2015
C2. Repair streets in prime business areas	City of Pharr	Streets repaired	3 <sup>rd</sup> quarter 2016
C3. Enforce codes regarding signage along road ways and highway intersections	City of Pharr	Signage is attractive and organized	3 <sup>rd</sup> quarter 2016
C4. Improve the regional transportation system - interconnectivity with cities on both sides	Hidalgo County Regional Mobility Authority	<ul style="list-style-type: none"> <li>Less congestion</li> <li>Decrease in accidents along highways</li> </ul>	2 <sup>nd</sup> quarter 2020

**III. Guiding Principle: Employers are able to hire highly trained and productive employees.**

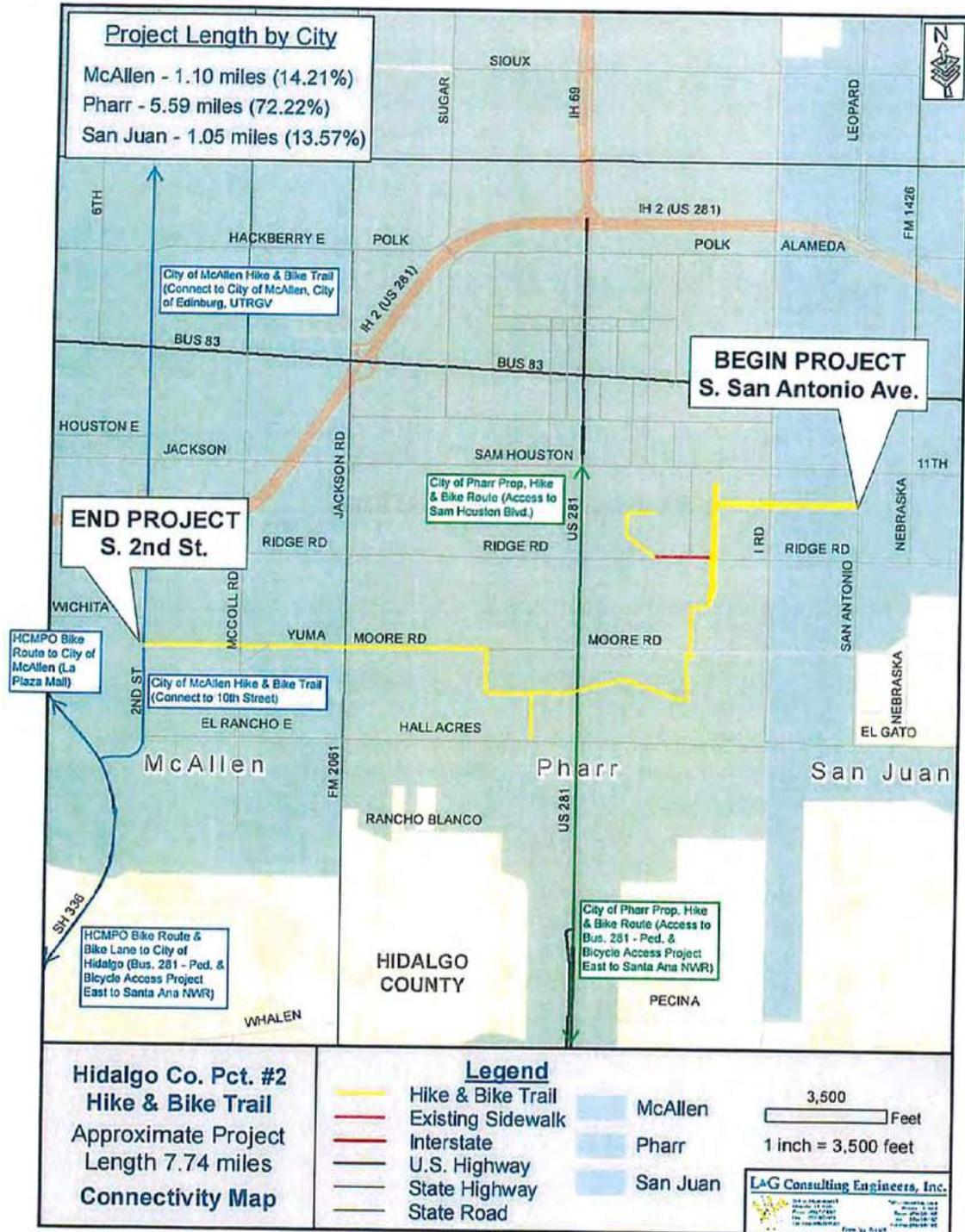
<b>GOAL: A. Ensure that Pharr offers employers a qualified workforce well prepared to meet the needs of existing and future industry within the region.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
A1. Unify goals between workforce and economic development	Pharr EDC Lower Rio Grande Valley Workforce Solutions	<ul style="list-style-type: none"> <li>Goals are established</li> <li>Regular meetings held</li> </ul>	1 <sup>st</sup> quarter 2016
A2. Promote programs that aim to increase attainment of degrees - high school, certificates, associates, bachelor's, graduate	Pharr EDC PSJA ISD Valley View ISD Hidalgo ISD	Increase in attainment of degrees	3 <sup>rd</sup> quarter 2016
A3. Establish a partnership with PSJA, Valley View and Hidalgo ISDs to help shape the future bond improvements and educational needs of Pharr	City of Pharr PSJA ISD Valley View ISD Hidalgo ISD	Bonds passed to improve school facilities	3 <sup>rd</sup> quarter 2017
A4. Support efforts to open a university in Pharr	City of Pharr Pharr EDC Lower Rio Grande Valley Workforce Solutions PSJA ISD Valley View ISD Hidalgo ISD	Plans underway for opening a university in Pharr	3 <sup>rd</sup> quarter 2018
A5. Sponsor workforce development activities for youth and adults including workforce training facility	Pharr EDC Lower Rio Grande Valley Workforce Solutions	<ul style="list-style-type: none"> <li>Workforce training facility is accessible to adults and youth</li> <li>Adults and youth are attending training programs</li> </ul>	2 <sup>nd</sup> quarter 2019
A6. Restore/repurpose empty buildings as substations for innovation of learning/incubators	Pharr EDC	<ul style="list-style-type: none"> <li>Empty building are identified and mapped</li> <li>Needs assessment done on buildings</li> <li>Restoration plan developed as occupants are found</li> </ul>	4 <sup>th</sup> quarter 2020

<b>GOAL: B. Expand and diversify the economic base through targeted industrial development.</b>			
<b>LEAD ENTITY</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
B1. Review ETJ and current annexing strategy (options & opportunities)	City of Pharr	ETJ areas reviewed and considered for annexation	1 <sup>st</sup> quarter 2016
B2. Encourage attraction of light manufacturing and assembly to the region	Pharr EDC City of Pharr	<ul style="list-style-type: none"> <li>Recruitment strategy developed</li> <li>Increase in manufacturing facilities</li> </ul>	3 <sup>rd</sup> quarter 2016
B3. Evaluate opportunities for development north of Nolana/Jackson Corridor - homes, stores, restaurants	City of Pharr	Plan documented to develop area	1 <sup>st</sup> quarter 2018
B4. Consider and improve coordination with the railroad to enhance logistics of commercial business	City of Pharr Hidalgo County Regional Mobility Authority	<ul style="list-style-type: none"> <li>Meetings with railroad conducted</li> <li>Businesses feel logistics are improved</li> </ul>	1 <sup>st</sup> quarter 2019
B5. Creation of a Maintenance, Repair and Overhaul (MRO) Airport (like Alliance)	City of Pharr	Feasibility Study conducted to assess cost/benefit of MRO	4 <sup>th</sup> quarter 2020

<b>GOAL: C. Engage and support Pharr's existing businesses through programs and services that foster healthy businesses and encourage growth.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
C1. Complete rollout of Pharr.Biz - businesses feel more united and involved, help each other, and plan to expand	Pharr EDC	<ul style="list-style-type: none"> <li>Annual evaluation of Pharr.Biz completed</li> <li>Increase over the year in number of members</li> </ul>	4 <sup>th</sup> quarter 2015
C2. Support expansion/attraction of more restaurants including those that are open late at night	Pharr EDC	Business recruitment strategy developed	3 <sup>rd</sup> quarter 2016
C3. Downtown niche is identified and cultivated	Pharr EDC City of Pharr Main Street Program	Business strategy developed to market niche	4 <sup>th</sup> quarter 2018
C4. Continue downtown revitalization - more shops, bookstore, empty spaces filled	Main Street Program City of Pharr	Master Plan developed and adopted	2 <sup>nd</sup> quarter 2020

<b>GOAL: D. Create the path of least resistance in bridge crossings to enhance cross border trade.</b>			
<b>ACTION STEPS</b>	<b>LEAD ENTITY</b>	<b>MEASURE OF SUCCESS</b>	<b>START</b>
D1. Support plans that keep bridge congestion minimal so that a high level of efficiency in bridge crossing remains the goal	City of Pharr	Bridge crossing data reviewed and adjustments made to decrease congestion	3 <sup>rd</sup> quarter 2015
D2. Discuss joint economic development opportunities with neighboring city officials on both sides of the border	City of Pharr Pharr EDC	Meetings held and discussions documented	1 <sup>st</sup> quarter 2016
D3. Assist in expansion/attraction of stores that attract children - like FAO Swartz, children's bookstore, clothing, games - attracting Mexican families who visit	Pharr EDC	Business recruitment strategy developed	3 <sup>rd</sup> quarter 2016
D4. Explore opportunities for Foreign Direct Investment	City of Pharr	Cost/benefit analysis completed for FDI	1 <sup>st</sup> quarter 2018
D5. Establish of a stand-alone Foreign Trade Zone (FTZ)	City of Pharr	Cost/benefit analysis completed for FTZ	2 <sup>nd</sup> quarter 2019
D6. Co-sponsor a bi-national conference to focus on innovation-driven economic development and regional collaboration	Pharr EDC	Bi-national conference held	3 <sup>rd</sup> quarter 2019

# ATTACHMENT III - REGIONAL LINEAR PARK PROJECT, OPTION 4



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# ATTACHMENT IV - COMPREHENSIVE PARKS MASTER PLAN UPDATE GOALS & OBJECTIVES 2008

Attachment VI: Goals & Objectives, Comprehensive Parks Master Plan Update, 2008



## *Goals and Objectives*

Goals and objectives are the basis of the Pharr Comprehensive Parks Master Plan. They express the needs and desires of the community and reflect what the plan is intended to accomplish. They provide direction for future decisions for the park and recreation system for the entire jurisdiction of the City of Pharr.

Goals are broad statements of policy, which express the needs and priorities of the citizens. Goals allow a community with diverse backgrounds and interests to collectively agree on a common direction to achieve a desirable park, recreation and open space system. An important reason for establishing goals is to increase the awareness of citizens to the interests of the whole and to encourage communication and collaboration for future implementation.

Objectives are strategies used to accomplish the community's desires envisioned by the statement of goals. They are not actions or policies, but are means to achieve the goals. Objectives answer the question of "how" the goals are achieved.

The following are the goals and objectives for the Comprehensive Parks Master Plan for the City of Pharr developed by the Park and Recreation Committee. These are based on sound planning principles, and although developed for the 2000 Parks Master Plan, are still relevant today in planning for Pharr's future. Input from the Steering Committee as well as feedback from parks survey.

**GOAL 1** *Provide a diverse blend of parks and recreation opportunities including neighborhood parks, community parks and trails, to adequately accommodate the current and future needs of the City's residents and visitors.*

**Objective A** Develop an even geographic distribution of parks and recreation facilities that will provide equitable opportunity activities and access for all citizens.

**Objective B** Assure equitable parks and recreation opportunities for all persons, especially low income, elderly and youth-at-risk citizens, recognizing the importance of accessible public facilities.

**Objective C** Meet the requirement for park acreage for the current and projected population in ten (10) years. Provide adequate areas for a wide range of active and passive recreation activities including baseball, softball, soccer, football, basketball, tennis, swimming, biking, bicycle motor-cross, in-line skating, shuffleboard, horseshoes, fishing, archery, picnicking, birding hiking and other popular activities.

**Objective D** Acquire or reserve land in identified future growth areas well in advance of ensuing development to ensure availability, protection and reasonable acquisition costs. Use, to a greater extent, the dedication of land and money in lieu of land option.

**Objective E** Establish policies and regulations regarding use and development of floodways, drainage ways, abandoned railroad corridors, abandoned power line easements, vacated alleys and other rights-of-way and easements.

**GOAL 2** *Upgrade and expand existing active and passive recreation facilities without adversely affecting the quality of the adjacent residential neighborhoods and the park aesthetics.*

**Objective A** Assure that there are appropriate active and passive recreation facility needs within each of the City's parks. Identify existing opportunities and constraints to development within each of the neighborhood and community parks.

**Objective B** Develop an implementation program with a list of priority improvements for each of the current and future city facilities.

**GOAL 3** *Maintain and operate the parks, recreation and open space system in a cost-effective manner.*

**Objective A** In yearly budgets, adequately fund the operations, facilities and programs provided by the Parks and Recreation Department

**Objective B** Establish a "Friends of the Park" program to solicit neighborhood involvement in maintaining and policing the public parks.

**Objective C** Provide a safe, clean and orderly environment for parks and recreation users, including a parks and recreation facility inspection program to identify improvement and maintenance needs.

**Objective D** Improve the maintenance of all parks and recreation areas and facilities by initiating preventative maintenance schedules and securing increased funding as necessary. Continue to utilize city crews for park maintenance and turf management services by increasing the manpower and equipment as additional facilities are developed.

**Objective E** Pursue Texas Recreation and Parks Account (TRPA) program funding administered by the Texas Parks and Wildlife Department as well as other grant and private funding.

**Objective F** Implement action items determined in the Pharr Comprehensive Trails Master Plan

**GOAL 5** *Support and encourage the continuance of and development of recreation activities for youth and senior citizens.*

**Objective A** Continue to provide City-sponsored activities that provide opportunities for recreation and educational activities at city owned community centers. These programs should be encouraged and expanded.

**GOAL 6** *Promote the conservation of natural resources through park and recreation land acquisition, open space preservation and environmentally sensitive planning. Preserve unique natural open spaces and important*

*habitats for endangered species of plants and wildlife.*

**Objective A** Identify and acquire existing natural resources which warrant protection, conservation and/or enhancement; provides habitats for endangered species or provides natural open spaces suitable for parks, recreation and both environmental and historical preservation of sites.

**Objective B** Encourage the preservation of open space by individuals, corporations, non-profits and public agencies to enhance the livability, aesthetic value and natural beauty of the City. Provide development incentives, regulations and policies.

**Objective C** Identify historical sites and places that could be the focal point of park development. Consider the historical significance of the area or persons in the naming of parks and facilities.

**GOAL 7** *Establish cooperative agreements and coordinated efforts with other governmental jurisdictions, educational bodies and private sector entities.*

**Objective A** Continue and expand the mutually beneficial relationship with the School District to include not only joint acquisition of land, but joint and effective use of both school and municipal buildings and facilities, which will result in higher quality recreation opportunities at a more reasonable cost to the taxpayer.

**Objective B** Develop an expanded cooperative partnership with the Boys and Girls Club and similar organizations to further meet the needs of young citizens.

**Objective C** Establish a partnership with the County Precincts to jointly acquire, develop, operate and manage regional park and recreation facilities, activities, programs and conservation areas.

**Objective D** Encourage private sector participation in the provision of park and recreation opportunities by permitting innovative land development practices and creating incentives that will result in an efficient utilization of land and provide opportunities for the enjoyment of open space and preservation of the natural environment.

**Objective E** Enhance maintenance of the athletic facilities through an education program of seminars and in-house training with user groups and interested citizens.

**Objective F** Increase police surveillance of park facilities to ensure user safety and prevent vandalism.

**GOAL B** *Look for innovative ways to finance park facilities and improvements to supplement the Parks and Recreation Department Budget.*

**Objective A** Develop corporate, memorial and individual sponsorships with naming privileges for facilities, trails and gardens.

**Objective B** Develop a program in which personalized brick or concrete pavers could be sold and installed in parks and entrances to trails.

These goals and objectives will be used in conjunction with other sections of the Comprehensive Parks Master Plan Update to develop the priorities for implementation for the next five to ten years.

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TEXAS A&M ENGINEERING



EXTENSION SERVICE

P.O. Box 40006  
College Station, TX 77842-4006  
877.833.9638  
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**CYBERSECURITY**



RESOLUTION NO. R-2016-\_\_\_\_

A RESOLUTION BY THE CITY OF PHARR, TEXAS, CONCERNING VOLUNTARY DRUG SCREENING OF ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES; ENCOURAGING ALL ELECTED AND APPOINTED OFFICIALS OF THE CITY OF PHARR, AND ALL APPOINTED EMPLOYEES OF THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE CITY OF PHARR, TO VOLUNTARILY PARTICIPATE IN THE PROGRAM OF DRUG TESTING PRESENTLY REQUIRED OF EMPLOYEES, AS PROMULGATED AND IMPLEMENTED BY THE DIVISION OF HUMAN RESOURCES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Pharr, Texas, finds that the sale and use of illegal and non-prescribed drugs is a dangerous and compelling problem which can affect the socioeconomic and moral foundation of our community; and

WHEREAS, drug use has serious adverse effects upon users in the work force, and can result in loss of productivity, and threats to the workplace and to public safety and security; and

WHEREAS, the City Council agrees to the promotion of a drug free workplace; and believes that elected and appointed officials and employees can set a great example for other employees by voluntarily agreeing to random drug testing; and

WHEREAS, many City employees, as a result of the nature of their employment already are participating in drug testing programs, as a result of agreements achieved through collective bargaining;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, THAT:

Section 1. **Voluntary Drug Screening Encouraged.** The City Council encourages all elected and appointed officials of the City of Pharr, and all appointed employees of the executive and legislative branches of the City of Pharr, to voluntarily participate in the program of drug testing presently required of employees, as promulgated and implemented by the Human Resources Department.

Section 2. **Effective Date.** This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7<sup>th</sup> DAY OF MARCH, 2016, A.D.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

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

HILDA PEDRAZA,  
CITY CLERK

APPROVED AS TO LEGAL FORM:  
PATRICIA A. RIGNEY, CITY ATTORNEY

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

STATE OF TEXAS §

HIDALGO COUNTY §

RESOLUTION NO. R-2016-\_\_\_\_

CITY OF PHARR §

**WHEREAS**, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway project to be constructed, maintained, widened, or extended to accomplish any other purpose related to the location, construction, maintenance, preservation, or operation of a state highway to facilitate the flow of traffic and promote the public safety and welfare.

**WHEREAS**, the City Manager is authorized to act on the City's behalf to negotiate compensation for right of way owned by the City of Pharr with the Texas Department of Transportation.

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

Juan Guerra, City Manager of the City of Pharr, be given full authority to negotiate with the Texas Department of Transportation and execute any and all documents required to convey subject property to the State of Texas as shown in Exhibit "A" hereto attached.

**PASSED, APPROVED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS** this 7<sup>th</sup> day of March, 2016.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

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

County: Hidalgo  
CCSJ: 0921-02-173  
RCSJ: 0921-02-205  
Highway: Various

EXHIBIT "A"

FIELD NOTES FOR PARCEL 7

Being a 3183 square foot or 0.0731 of an acre tract of land situated in the Narciso Cavazos Survey, Abstract 30, Porcion 70, City of Pharr, Hidalgo County, Texas, being out of Block 399, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 2.444 acre tract of land conveyed by Warranty Deed dated September 9, 1994, to the City of Pharr, as described in Document Number 413890, of the Official Records, Hidalgo County, Texas, said 3183 square foot or 0.0731 of an acre tract of land being more particularly described as follows;

**Commencing** from a ½" iron pin found in the South line of Lot 2, Capote International Business Park Phase II, as recorded in Volume 54, Page 111, of the Map Records, Hidalgo County, Texas, for the Northeast corner of Lot 2, Replat of G.S.A. Subdivision, as recorded in Volume 29, Page 108, of the Map Records of Hidalgo County, Texas, for the Northwest corner of said 2.444 acre tract of land;

**Thence** departing the South line of said Lot 2, Capote International Business Park Phase II, with the East line of said Lot 2, Replat G.S.A. Subdivision, the West line of said 2.444 acre tract of land, South 08° 34' 16" West, a distance of 59.71 feet to a 5/8" iron pin with plastic cap stamped "DAM PROP COR" set for the North corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** departing the East line of said Lot 2, Replat G.S.A. Subdivision, across and through said 2.444 acre tract of land, South 32° 37' 53" East, a distance of 119.89 feet to a 5/8" iron pin with plastic cap stamped "DAM PROP COR" set in the North line of Lot 1, Capote Business Park Phase III, as recorded in Document Number 2367520, of the Map Records, Hidalgo County, Texas, for the Southeast corner of this herein described tract of land

EXHIBIT "A"

2. Thence with the North line of said Lot 1, Capote International Business Park Phase III, the South line of said 2.444 acre tract of land, North 81° 29' 44" West, a distance of 53.11 feet to the Northeasterly line of a 40.891 acre tract of land, conveyed by Correction Warranty Deed dated July 6, 2011, to the State of Texas, as described in Document Number 2228288, of the Official Records, Hidalgo County, Texas, for the Northwest corner of said Lot 1, Capote International Business Park Phase III, for the Southwest corner of this herein described tract of land;
3. Thence with the Northeasterly line of said 40.891 acre tract of land, a Southwesterly line of said 2.444 acre tract of land, North 32° 37' 53" West, a distance of 39.26 feet to the East line of said Lot 2, Replat G.S.A. Subdivision, for the West corner of this herein described tract of land;
4. Thence with the East line of said Lot 2, Replat G.S.A. Subdivision, the West line of said 2.444 acre tract of land, North 08° 34' 16" East, a distance of 60.72 feet to the Point of Beginning and being a 3183 square foot or 0.0731 of an acre tract of land.

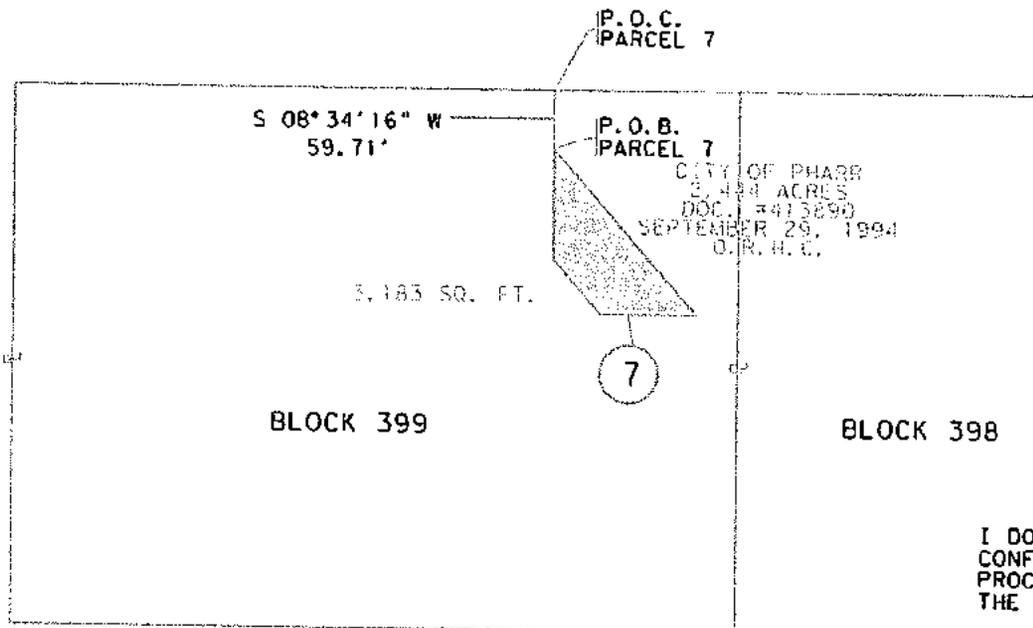
Bearings based on the Texas State Plane Coordinate System, Texas South Zone, North American Datum 1983.

Surveyed on the ground this the 22nd day of August, 2014.

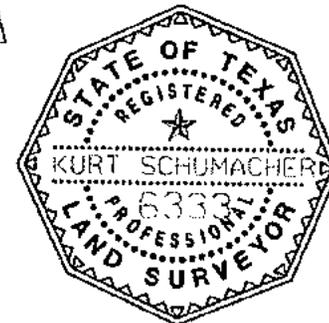
 08/23/15

Kurt Schumacher  
Registered Professional Land Surveyor No. 6333





PARENT TRACT INSET  
PARCEL 7  
N. T. S.



I DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON  
CONFORMS TO THE CURRENT GENERAL RULES OF  
PROCEDURES AND PRACTICES AS PROMULGATED BY  
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

*Kurt Schumacher* 03/23/15  
KURT SCHUMACHER, R. P. L. S. #6333

REVISED: MARCH 20, 2015

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 1.00004.

2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

EXISTING	TAKING	REMAINING
2.444 AC.	0.0731 AC.	2.3709 AC.
	3,183 SQ. FT.	

EXHIBIT   A  

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 7

GSA FACILITY & BORDER SAFETY  
INSPECTION FACILITY  
PHARR, TEXAS, HIDALGO COUNTY



2700 ROLLING CREEK  
SPRING BRANCH, TX 78070  
PH: (210) 325-0858

NARCISO CAVAZOS SURVEY, ABSTRACT NO. 30



SCALE 1"=50'



CITY OF PHARR  
2.444 ACRES  
DOC. #413890  
SEPTEMBER 29, 1994  
O.R.H.C.

BLOCK 399

PROP. R.O.W. LINE

15' UE  
CAPOTE FARMS, INC.  
DOC. # 1006793  
SEPTEMBER 1, 2001  
O.R.H.C. LOT 1  
CAPOTE INTERNATIONAL BUSINESS  
PARK PHASE III  
DOC. # 2367520, M.R.H.C.

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. PARCEL 7 ENCUMBRANCED BY 24" CORRUGATED DRAIN CROSSING PARCEL. REVISED: MARCH 20, 2015

P.O.C.  
PARCEL 7

P.O.B. SET  
PARCEL 7  
N=16,558,829.5926  
E=1,084,168.4164  
STA. 23+85.66  
OFF. 40.00' LT.

W

S 08° 34' 16" W

59.71'

S 32° 37' 53" E

152.33'

N 08° 34' 16" E

60.72'

N 32° 37' 53" W

39.26'

25.00'

N 81° 29' 44" W

53.11'

119.89'

POT 24"

20 H.C.D. 2, VOL. 29, PG. 108 M.R.H.C.T.

PROP. BASELINE

UNITED STATES OF AMERICA  
DOC. # 405355, O.R.H.C.  
AUGUST 26, 1994

THE SUBDIVISION OF PORCIONES 66, 67, 69, AND 70  
(ALSO KNOWN AS KELLY-PHARR SUBDIVISION)  
VOL. 3, PG. 133, D.R.H.C.



*Kurt Schumacher*  
02/23/15

100' DRAINAGE DITCH EASEMENT  
VOL. 29, PG. 108  
M.R.H.C.T.

STATE OF TEXAS  
40.891 ACRES  
DOC. # 2228288, O.R.H.C.  
JULY 6, 2011

PLAT OF SURVEY  
PARCEL 7

FOR GSA FACILITY & BORDER SAFETY  
INSPECTION FACILITY

LOT 2  
REPLAT OF G.S.A. SUBDIVISION  
VOL. 29, PG. 108  
M.R.H.C.

A 3,183 SQ. FT. (0.0731 AC.)  
TRACT OF LAND SITUATED IN NARCISO CAVAZOS  
SURVEY, ABSTRACT 30, PORCION 70, CITY OF PHARR,  
HIDALGO COUNTY, TEXAS, BEING A PART OF BLOCK 399  
KELLY-PHARR SUBDIVISION  
OUT OF A 2.444 ACRE TRACT OF LAND,  
DESCRIBED IN DOCUMENT NO. 413890,  
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT   A  

PAGE 4 OF 4

LEGEND

ACCESS DENIAL LINE	—
LOT LINE	—
PARCEL NUMBER	⊙
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET # 5 24" IRON ROD WITH PLASTIC CAP	○
STAMPED "DAM PROP. COR."	●
FOUND 1/2" IRON ROD	●

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 7

GSA FACILITY & BORDER SAFETY  
INSPECTION FACILITY  
PHARR, TEXAS, HIDALGO COUNTY



2700 ROLLING CREEK  
SPRING BRANCH, TX 78070  
PH: (210)325-0858

RCSJ : 0921-02-205

**MEMORANDUM**

---

**DATE:** February 26, 2016  
**TO:** Juan Guerra, City Manager  
**FROM:** Rene Saenz, Jr., CFM, CPM  
**Thru:** Hilda Pedraza, City Clerk

OK  
RS

**SUBJECT:** Resolution for TxDot street closure permit

---

**Agenda Item:**

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

**NATURE OF THE REQUEST:**

Resolution will be needed for the closure of U.S.281 (Cage Blvd.) on Friday, April 8<sup>th</sup>, 2016 to Sunday, April 10<sup>th</sup>, 2016. The street closures will be from Business 83 south to Kelly Avenue (4 blocks) for the annual HubPhest event. The closures will start Friday midnight ending noon on Sunday.

**STAFF RECOMMENDATION:**

Staff recommends approval as submitted.

REC'D *RS*  
CC  
FEB 26 2016  
CITY OF PHARR  
CITY CLERK'S OFFICE  
PHARR, TEXAS

**RESOLUTION R-2016-\_\_**

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of U.S.281 (Cage Blvd.) from Business 83 to Kelly Avenue from Friday, April 8, 2016 to Sunday, April 10, 2016 for the Annual HUB Phestival from 12:00 midnight (Friday) to 12:00 noon (Sunday).

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 7<sup>th</sup> day of March, 2016, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

---

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

---

HILDA PEDRAZA, CITY CLERK



GRANTS MANAGEMENT & COMMUNITY DEVELOPMENT

*MEMORANDUM*

**DATE:** 3-2-2016

Handwritten initials in blue ink, possibly "JG" or "RG", enclosed in a circle.

**TO:** City Mayor and City Commissioners

**THRU:** Juan Guerra, City Manager

**FROM:** Raul Garza, Grants Management & CDBG Director Handwritten initials in blue ink, possibly "RG", next to the name.

**SUBJECT: CDBG Agenda Item Appointing and Re-Appointing of  
Community Development Council Members**

Please be advice that two (2) new members of the Community Development Council need to be appointed due to resignation, to replace:

Israel Cantu CT 215  
Ruben Lopez CT216

And six (6) re-appointed due to expiration of term on March 19<sup>th</sup>, 2016

Jose G. Rodriguez CT 213  
Danny Smith CT 216  
Ruben Solis CT 214  
Hector Luna CT217  
Sally Saucedo CT213  
Lucio Gaitan CT 214

Please feel free to contact me should the need arise, I am at extension 1601.



**CITY OF PHARR**

**RESOLUTION**

**NO. \_\_\_\_\_**

WHEREAS, there is hereby created a City Community Development Council which serves in an advisory capacity to the Board of Commissioners, and its purpose is to review and coordinate data, vote on agenda items and to assist in the development of a system of priorities in the area of Community Development for the City of Pharr; and

WHEREAS, to appointment two (2) members (CT215 and 216), needs to be made at this time and

WHEREAS, to re-appoint six (6) members, Jose G. Rodriguez (CT213), Danny Smith (CT216), Ruben Solis (CT214), Hector Luna, (CT217), Sally Saucedo (CT213), and Lucio Gaytan (CT214).

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

The following resident of the City of Pharr is hereby appointed member of the Community Development Council:

NAME	CENSUS TRACT	LENGTH OF TERM
1. _____	215	1 Year
2. _____	216	3 Year
3. _____	213	3 Year
4. _____	213	1 Year
5. _____	214	1 Year
6. _____	214	3 Year
7. _____	216	3 Year
8. _____	217	1 Year

**PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE 7<sup>th</sup> DAY OF MARCH, 2016.**

CITY OF PHARR

ATTEST:

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

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

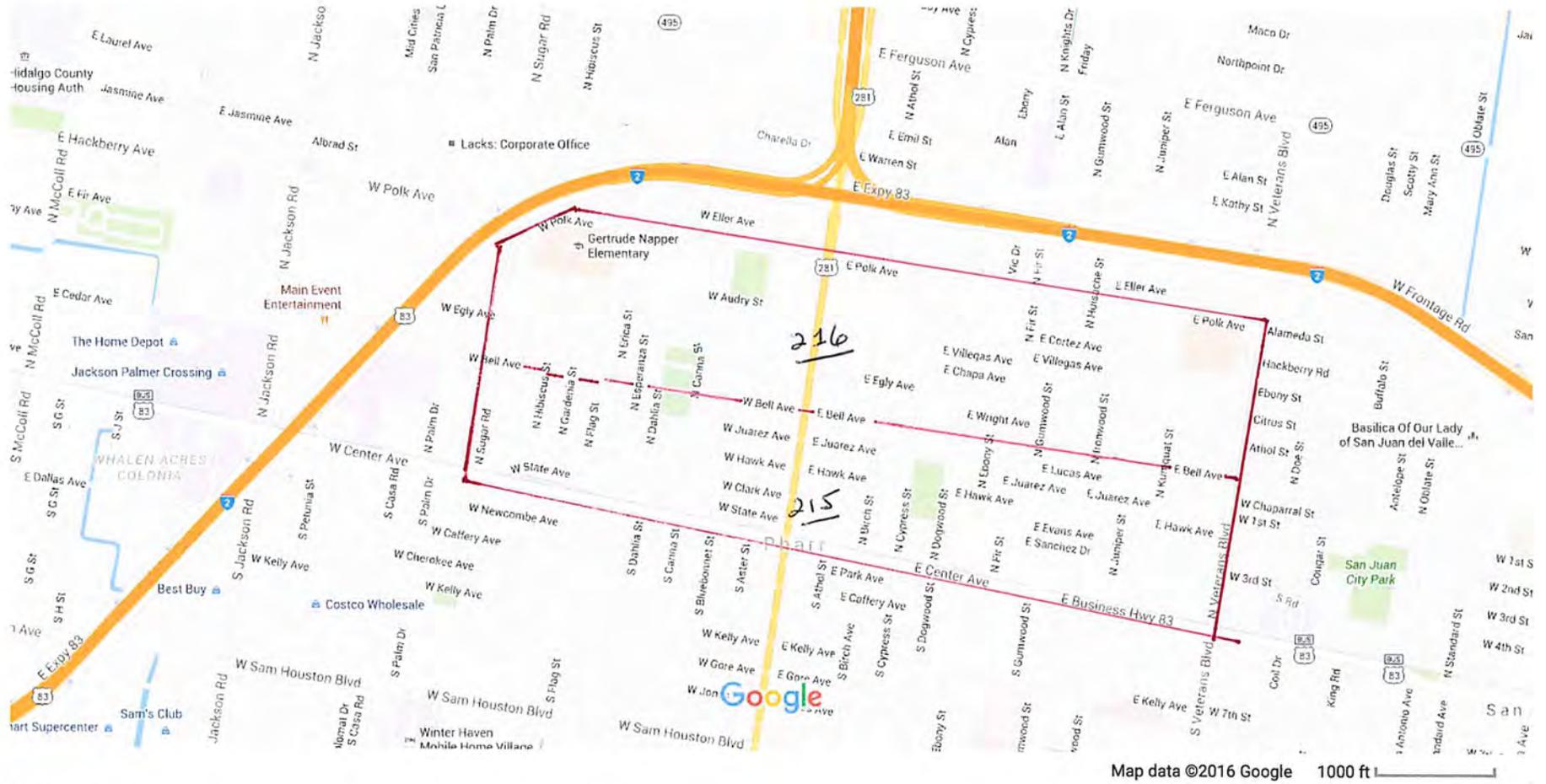
# COMMUNITY DEVELOPMENT COUNCIL

## APPOINTMENT SCHEDULE

	NAME	CENSUS TRACT	TERM	EXPIRATION DATE
1	Jose G. Rodriguez	213	3 Yrs	03-19-2016
2	Ruben Lopez	216	3 Yr	03-19-2016
3	Danny Smith	216	3 Yrs	03-19-2016
4	Ruben Solis	214	3 Yrs	03-19-2016
5	Rene Cantu	215	2 Yrs	06-05-2017
6	Belia Garcia	217	2 Yrs	03-19-2017
7	Rafael Rivera	At large	2 Yrs	03-19-2017
8	Israel Cantu	215	1 Yr	03-19-2016
9	Hector Luna	217	1 Yr	03-19-2016
10	Sally Saucedo	213	1 Yr	03-19-2016
11	Lucio Gaitan	214	1 Yr	03-19-2016

**2 APPOINTMENTS**

**6 RE-APPOINTMENTS**



Map data ©2016 Google 1000 ft

Google Maps

CENSUS TRACT

ISRAEL CANTU 215  
 RUBEN LOPEZ 216



## MEMORANDUM

DATE: February 29, 2016  
 TO: Juan G Guerra, City Manager  
 FROM: William F. Ueckert Jr., P.E. - City Engineer

*W. Ueckert Jr.*

**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for Water and Sanitary Sewer Improvements on US 281 (Military Highway) Project.**

### ISSUE

A total of four (4) bids were received. See attached itemized bid tabulation. The lowest bidder RDH Site & Concrete, LLC provided only two (2) project references, the proposal requested a minimum of four (4) projects. In addition, both projects had very little water and sanitary improvements. The next bidder Garco Industries provided over twenty similar projects, which included City of Pharr projects. Due to the complexity of this job the Engineer of Record recommends the contract to be awarded to **Garco Industries** in the amount of **\$404,245.00**.

### FINANCIAL CONSIDERATION

Contract amount \$404,245.00.

### STAFF RECOMMENDATION

Staff concurs with the Engineer of Record to award the contract to Garco Industries in the amount of \$404,245.00.

### ALTERNATIVES

REC'D *W. Ueckert Jr.*  
 CC  
 MAR - 2 2016  
 CITY OF PHARR  
 CITY CLERK'S OFFICE  
 PHARR, TEXAS

## BID TABULATION FORM

Title: City of Pharr - Water and Sanitary Sewer Improvements Realignment

Bid No.: 1516-001-528-0023

Date Opened 2/04/2016 @ 2:00 PM

ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	RDH Site & Concrete, LLC Palmview, Texas		Garco Industries Pharr, Texas		Go Underground Harlingen, Texas		Foremost Paving, Inc. Weslaco, Texas	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>Sanitary Sewer Line Improvements</b>										
1	1	LS								
		Preparation of Project Limits	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
2	2	EA	\$600.00	\$1,200.00	\$2,500.00	\$5,000.00	\$2,510.00	\$5,020.00	\$5,000.00	\$10,000.00
3	1,900	LF	\$60.00	\$114,000.00	\$60.00	\$114,000.00	\$101.75	\$193,325.00	\$100.00	\$190,000.00
4	4	EA	\$6,000.00	\$24,000.00	\$6,850.00	\$27,400.00	\$5,900.00	\$23,600.00	\$13,000.00	\$52,000.00
5	2	EA	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00	\$1,911.00	\$3,822.00	\$2,200.00	\$4,400.00
6	330	SF	\$9.00	\$2,970.00	\$15.00	\$4,950.00	\$24.00	\$7,920.00	\$0.01	\$3.30
7	1	LS	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$7,250.00	\$7,250.00	\$20,000.00	\$20,000.00
8	3,500	SF	\$8.00	\$28,000.00	\$10.90	\$38,150.00	\$12.00	\$42,000.00	\$15.00	\$52,500.00
9	60	LF	\$77.00	\$4,620.00	\$280.00	\$16,800.00	\$240.00	\$14,400.00	\$270.00	\$16,200.00
10	900	LF	\$3.50	\$3,150.00	\$8.00	\$7,200.00	\$15.00	\$13,500.00	\$6.30	\$5,670.00
11	3	EA	\$2,000.00	\$6,000.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00
12	1,900	LF	\$2.00	\$3,800.00	\$1.00	\$1,900.00	\$4.00	\$7,600.00	\$0.10	\$190.00
<b>Total Sanitary Sewer Line Improvements</b>				\$198,240.00		\$227,900.00		\$340,037.00		\$375,463.30
<b>Water Valve Installations</b>										
13	3	EA	\$3,000.00	\$9,000.00	\$2,950.00	\$8,850.00	\$3,950.00	\$11,850.00	\$5,200.00	\$15,600.00
14	85	LF	\$110.00	\$9,350.00	\$260.00	\$22,100.00	\$210.00	\$17,850.00	\$200.00	\$17,000.00
<b>Total Water Valve Installations</b>				\$18,350.00		\$30,950.00		\$29,700.00		\$32,600.00
<b>Waterline Improvements (Veteran's Road)</b>										
15	1	EA	\$7,300.00	\$7,300.00	\$6,000.00	\$6,000.00	\$10,550.00	\$10,550.00	\$10,000.00	\$10,000.00
16	250	LF	\$35.00	\$8,750.00	\$27.50	\$6,875.00	\$41.10	\$10,275.00	\$60.00	\$15,000.00
17	85	LF	\$85.00	\$7,225.00	\$260.00	\$22,100.00	\$256.00	\$21,760.00	\$360.00	\$30,600.00
18	2	EA	\$700.00	\$1,400.00	\$675.00	\$1,350.00	\$890.00	\$1,780.00	\$1,200.00	\$2,400.00
19	1	EA	\$3,500.00	\$3,500.00	\$2,950.00	\$2,950.00	\$2,530.00	\$2,530.00	\$4,000.00	\$4,000.00
20	1	EA	\$800.00	\$800.00	\$450.00	\$450.00	\$1,120.00	\$1,120.00	\$1,000.00	\$1,000.00
21	2	EA	\$1,000.00	\$2,000.00	\$250.00	\$500.00	\$1,450.00	\$2,900.00	\$1,000.00	\$2,000.00
22	1	LS	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,450.00	\$1,450.00	\$1,800.00	\$1,800.00
23	24	SY	\$62.50	\$1,500.00	\$100.00	\$2,400.00	\$85.00	\$2,040.00	\$73.00	\$1,752.00
24	250	LF	\$2.00	\$500.00	\$1.00	\$250.00	\$12.00	\$3,000.00	\$0.10	\$25.00
<b>Total Waterline Improvements (Veteran's Road)</b>				\$34,975.00		\$44,675.00		\$57,405.00		\$68,577.00
<b>Waterline Improvements (Inlet Conflicts)</b>										
25	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$730.00	\$730.00	\$1,000.00	\$1,000.00
26	220	LF	\$35.00	\$7,700.00	\$27.50	\$6,050.00	\$45.00	\$9,900.00	\$75.00	\$16,500.00
27	1	EA	\$600.00	\$600.00	\$2,900.00	\$2,900.00	\$2,630.00	\$2,630.00	\$3,600.00	\$3,600.00
28	1	EA	\$3,276.00	\$3,276.00	\$1,650.00	\$1,650.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00
29	1	EA	\$715.00	\$715.00	\$550.00	\$550.00	\$800.00	\$800.00	\$400.00	\$400.00
30	14	EA	\$1,043.00	\$14,602.00	\$675.00	\$9,450.00	\$960.00	\$13,440.00	\$1,200.00	\$16,800.00
31	220	LF	\$2.00	\$440.00	\$1.00	\$220.00	\$12.00	\$2,640.00	\$0.10	\$22.00
<b>Total Waterline Improvements (Inlet Conflicts)</b>				\$27,833.00		\$21,220.00		\$32,440.00		\$40,322.00
<b>Dewatering, SWPPP and Traffic Control</b>										
32	1	LS	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$38,500.00	\$38,500.00	\$3,000.00	\$3,000.00
33	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
34	1	LS	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00
35	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00
<b>Total Dewatering, SWPPP, and Traffic Control</b>				\$20,000.00		\$39,500.00		\$49,300.00		\$13,000.00
<b>Contingency</b>										
36	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
<b>Total Contingency</b>										
<b>PROJECT GRAND TOTAL</b>				\$339,398.00		\$404,245.00		\$548,882.00		\$569,962.30

March 1, 2016

Mr. William Ueckert, P.E.  
City of Pharr  
118 S. Cage Blvd.  
Pharr, Texas 78577

RE: 1516-01-528-0023 City of Pharr Water and Sanitary Sewer Improvements Realignment  
Award Recommendation

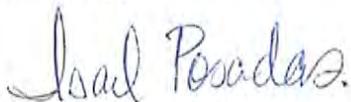
Dear Mr. Ueckert;

On Thursday, February 4, 2016 at 2:00 p.m. bids were publicly opened and read aloud for the above referenced project. Four (4) bids were received and tabulated (see attached).

Based on a review of the bid tabulation and submittal, SDI Engineering, LLC is recommending award to the second lowest bidder Garco Industries in the amount of \$404,245.00. This recommendation is being made after considering the complexity of the project and each Contractor's respective work experience.

Should you have any questions, or require additional information, please do not hesitate to contact me at (956) 287-1818 or (956) 607-9081.

Sincerely,



Isael Posadas, P.E.  
Principal

Attachments



## MEMORANDUM

**DATE:** March 3, 2016

**TO:** Juan G Guerra, City Manager *OK*

**FROM:** Luis Bazan, Interim Bridge Director

**SUBJECT: Awarding bid for Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project**

### ISSUE

On March 2, 2016, the Bridge Board approved to award bid for the Pharr-Reynosa Intl' Bridge Sealed Expansion Joint Repair Project. A total of two (2) bids were received. The lowest and responsible contractor was Restek, Inc. in the amount of \$399,150.00.

### FINANCIAL CONSIDERATION

Contract amount \$399,150.00.

### STAFF RECOMMENDATION

The project was advertised in the Advance Newspaper and Plan Rooms in San Antonio, Austin and Houston. See attached bid tabulation and engineer letter of recommendation of award. Staff recommends to award the contract to Restek, Inc. in the amount of \$399,150.00.

Please feel free to contact me should the need arise, I am at extension 6116.

THANK YOU

REC'D	<i>[Signature]</i>
CC	
MAR 03 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



**STRUCTURAL ENGINEERING  
ASSOCIATES, INC.  
CONSULTING ENGINEERS**

3838 N.W. LOOP 410  
SAN ANTONIO, TX 78229

E-mail:  
sea@seatx.com

(210) 735-9202  
FAX (210) 735-2074

DAVID T. COVARRUBIAS, P.E.  
SALVADOR H. LOPEZ  
SIDNEY "SID" A. MIELKE, P.E.  
DAVID A. ROCHA, P.E.  
ERIC H. JAHNELKA, P.E.  
ADRIAN M. ROMERO, P.E.  
MELVIN K. LARA, P.E.  
ALVARO J. LOPEZ, P.E.  
DANIEL M. MORALES, P.E.  
BINAYA SHRESTHA, P.E.

JOHNNIE C. CHING, P.E.  
CHARLES F. GARZA  
ERNEST J. MECHE, P.E.  
ALLEN G. SHIAU, P.E.  
WILLIAM "MAC" M. GLEESON, P.E.  
SAM O. PALOMERO, P.E.  
MD NURUL AMIN, P.E.  
JOHNNY E. MARTINEZ, P.E.  
DANIEL B. RODRIGUEZ, P.E.

February 25, 2016

Mr. William F. Ueckert, Jr., P.E.  
City Engineer  
The City of Pharr  
118 South Cage  
Pharr, TX 78572

REF: Pharr-Reynosa International Bridge  
Sealed Expansion Joint Repair Project

Dear Bill,

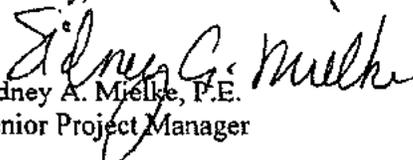
We have reviewed copies of the bid documents submitted by contractors on Thursday February 25, 2016, for the above captioned project. Both bids submitted were responsive as per the requirements of the bid documents. The apparent low and responsive bid was submitted by Restek, Inc., whose corporate office is in Oklahoma, but who has a region office located in Manchaca, Texas, a suburb of Austin, Texas. The total amount bid by Restek, inc. was \$ 399,150.00. Your office provided us with a copy of the bid tabulation. And a copy of the bid documents submitted.

The construction market in Texas has been flooded with available work since 2014, since the passage and implementation of Proposition 1 which provided significant amounts of construction funding for TxDOT. This situation will likely not change since the voters approved Proposition 7 which will further increase the available funding for roadway construction/re-construction in Texas.

Therefore, we respectfully recommend that the City of Pharr award this contract to Restek, Inc. at the total amount bid as identified above.

Should you have any further questions and/or comments concerning this matter, please feel free to contact us at our office in San Antonio.

Sincerely,

  
Sidney A. Mielke, P.E.  
Senior Project Manager

Cc: Adrian Romero, P.E., SEA

**OFFICIAL ITEMIZED BID TABULATION**

**PROJECT: Pharr-Reynosa International Bridge Sealed Expansion Joint Repair**

**BID NO: 1516-70-510-0024**

**DATE: February 25, 2016**

**TIME: 2:00 PM**

**LOCATION: CITY COMMISSION RM 2ND FLOOR, PHARR CITY HALL**



BASE BID				Restek, Inc.		Foremost Paving	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SEJ REPAIR TYPE 1	62.8	LF	\$1,750.00	\$109,900.00	\$ 5,250.00	\$329,700.00
2	SEJ REPAIR TYPE 2	107.4	LF	\$1,250.00	\$134,250.00	\$ 1,000.00	\$107,400.00
3	MOBILIZATION	1	LS	\$65,000.00	\$65,000.00	\$ 30,000.00	\$30,000.00
4	BARRICADES, SIGNS & TRAFFIC HANDLING	4	MO	\$7,500.00	\$30,000.00	\$ 8,000.00	\$32,000.00
<b>TOTAL BASE BID AMOUNT:</b>				<b>\$339,150.00</b>		<b>\$499,100.00</b>	
<b>5% BID BOND</b>				YES		YES	

## MEMORANDUM

**DATE:** March 7, 2016   
**TO:** Juan G Guerra, City Manager  
**FROM:** Gary Rodriguez, Interim-Director, Community Events

### National Memorial Day Parade Request

#### ISSUE

The National Memorial Day Parade Committee is inviting Mayor Ambrosio Hernandez to nominate at least five (5) city high school bands from our city to represent Texas in paying tribute to America's veterans and salute our troops at home and abroad during the 2017 National Memorial Day Parade in Washington, DC.

Mayor may respond by email to [info@musiccelebrations.com](mailto:info@musiccelebrations.com) no later than March 15, 2016.

#### FINANCIAL CONSIDERATION

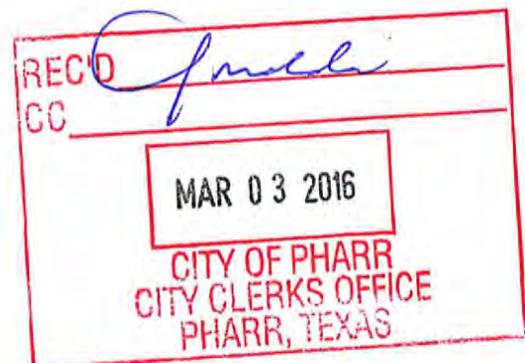
There are no financial considerations.

#### STAFF RECOMMENDATION

Staff recommends approval of this invitation.

#### ALTERNATIVES

No viable alternative as of now for a national showcase for our talented youth.





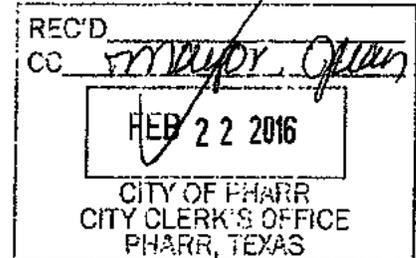
# NATIONAL MEMORIAL DAY PARADE

PRIDE ★ SACRIFICE ★ SERVICE

1440 South Priest Drive, Suite 102, Tempe, Arizona 85281-6954  
phone 480.894.3330 fax 480.894.5137

January 29, 2016

Honorable Ambrosio Hernandez  
Mayor of Pharr  
118 S. Cage Blvd.  
Pharr, TX 78577



Dear Mayor Hernandez,

The American Veterans Center's National Memorial Day Parade seeks your help.

Currently, the event is seeking nominations for the 2017 parade. Marching bands that participate in the parade must be nominated by one of their political representatives in order to be considered for participation.

**It is our goal to have marching bands from each of the 50 states perform in the 2017 National Memorial Day Parade in Washington, D.C. This is a terrific opportunity to have bands from your city represent Texas in next year's event.**

The National Memorial Day Parade includes nearly 200 elements, including marching bands, active duty and retired military units, youth groups, and parade floats—as well as hundreds of veterans from World War II, Korea, Vietnam, Desert Storm, and Operations Enduring Freedom and Iraqi Freedom.

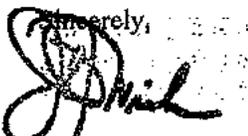
**We need your office to nominate at least five (5) high school marching bands from your city that would proudly represent Texas in paying tribute to America's veterans and salute our troops at home and abroad.**

Official invitations will be sent to each school upon receipt of your nominations. We hope that any band you recommend would be of the highest performance quality and would be a commendable representative of your city and state. You are welcome to contact and invite the bands directly, so long as we are first informed of the communication and aware of the nomination.

Please respond with your recommendations by e-mail to [info@musiccelebrations.com](mailto:info@musiccelebrations.com) **no later than March 15, 2016.**

Feel free to visit our website for more information: [www.americanveteranscenter.org/parade](http://www.americanveteranscenter.org/parade).

We thank you and your staff in advance for your thoughtful response and certainly look forward to your state being represented in the 2017 National Memorial Day Parade in Washington, D.C.

Sincerely,  
  
John P. Wiscombe  
President



## MEMORANDUM

DATE: March 1, 2016  
TO: Juan G Guerra, City Manager  
FROM: Ruben Villescas, Police Chief



SUBJECT: Request for Authorizing City of Pharr Police Department to Purchase Tasers from Taser International for the Amount of \$53,371.76 Under Tx Smart Buy Contract

### **ISSUE:**

The purchase and utilization of Tasers by Pharr Police officers would allow for the reduction of need to use lethal force in significant critical incidents. As a study under the National Institute of Justice cited, the use of pepper spray and Conducted Energy Devices such as Tasers can significantly reduce injuries to suspects and the use of Conducted Energy Devices can decrease injuries to officers. This department has been conducting a Taser pilot program during 2015 and results have shown that it has reduced injuries to suspects. We have trained our police officer on the taser to include the use of a taser simulator and issued 100 of the previously ordered Tasers.

### **FINANCIAL CONSIDERATION:**

The Pharr Police Department is requesting to purchase a additional 37 Tasers to be utilized by Pharr Police Officers in their performance of their duties. The Tasers would be purchased from TASER INTERNATIONAL for the approximate cost of \$53,371.76 under an existing Texas Smart Buy Contract. The department intends to use seized assets to fund this purchase.

### **ALTERNATIVE:**

The alternative is not to purchase Tasers and Pharr Police Officers to carry a baton and firearm when addressing a critical incident.

### **STAFF RECOMMENDATION:**

I recommend that approval be given for this department to execute this purchase from Taser International under an existing Texas Smart Buy Contract.

REC'D CC	
MAR 01 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: +1 480-378-6165



# TASER

## William Edmundson

(956) 787-8546  
(956) 781-9163  
william.edmundson@pd.pharr-tx.gov

## Quotation

Quote: Q-58729-2  
Date: 2/18/2016 2:36 PM  
Quote Expiration:

## AX Account Number

: 151756

### Bill To:

Pharr Police Dept. - TX  
1900 U.S. 280  
Pharr, TX 78577  
US

### Ship To:

William Edmundson  
Pharr Police Dept. - TX  
1900 South Cage Blvd.  
Pharr, TX 78577  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Robert Raymer	+1 480-521-1743	rraymer@taser.com	Fedex - Ground	Net 30

### Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	22003	HANDLE, YELLOW, CLASS III, X2	1004.95	USD 37,183.15	USD 0.00	USD 37,183.15
37	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	64.27	USD 2,377.99	USD 0.00	USD 2,377.99
37	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	64.27	USD 2,377.99	USD 0.00	USD 2,377.99
Hardware Total Before Discounts:						USD 41,939.13
Hardware Net Amount Due:						USD 41,939.13

### Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	22014	WARRANTY, 4 YEAR, X2	308.99	USD 11,432.63	USD 0.00	USD 11,432.63
Extended Warranties Total Before Discounts:						USD 11,432.63
Extended Warranties Net Amount Due:						USD 11,432.63

Grand Total **USD 53,371.76**

Quote contains contract pricing for TxSmartBuy Contract TX680-A1. Please reference contract TX680-A1 on all PO's.

### **TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (if needed):</b> _____	

Please sign and email to Robert Raymer at [rtraymer@taser.com](mailto:rtraymer@taser.com) or fax to +1 480-378-6165

THANK YOU FOR YOUR BUSINESS!

\*Protect Life® and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
© 2013 TASER International, Inc. All rights reserved.

## MEMORANDUM

---

DATE: 02-16-16

OK  
EW

TO: Mayor and City Commissioners  
FROM: David Garza, Utilities Director  
CC: Juan Guerra, City Manager; Ed Wylie, Asst City Manager

SUBJECT: Union Pacific Railroad Permit

---

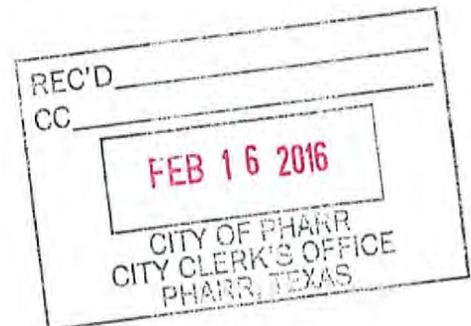
ISSUE: Supplemental agreement is required with Union Pacific Railroad to obtain a permit to be able to bore and place the water transmission line underneath the railroad tracks off W Bus 83 and Dahlia Street.

FINANCIAL CONSIDERATION: \$1,505.00

STAFF RECOMMENDATION: Staff is recommending approval.

ALTERNATIVES: NA

THANK YOU





January 27, 2016  
Folder: 2834-66

David Garza, CWP  
Utilities Director  
City of Pharr - Public Utilities  
P.O. Box 1729  
801 E Sam Houston  
Pharr, TX 78577

DAVID GARZA:

Re: Supplemental Agreement for License Audit No. 272616 covering 20 inch LONGITUDINAL AND CROSSING pipeline on Railroad property at Mile Post 31.40 on the Mission (RVRR) at or near Pharr, Hidalgo County, Texas

Attached is an original of the above referenced Supplemental License Agreement modifying the Basic Agreement (copy attached) by amending Exhibit B Section 13 (A).

Please RETURN Two COPIES of the document for execution on behalf of the Railroad Company. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents.

Payment, in the amount of \$1,505.00 is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 2834-66 written on the front**, with the return of the documents. This Agreement will not be accepted by the Railroad Company until the initial payment is received. If you require formal billing, you may consider this letter as a formal bill.

In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Sincerely,

Daniel Peters  
Asst. Manager - Contracts - Real Estate  
(402) 544-8620

UPPAGR.DOC 980220

Form Approved, AVP-Law

Audit: 272616

Folder: 2834-66

## SUPPLEMENTAL AGREEMENT

**THIS SUPPLEMENTAL AGREEMENT** is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **UNION PACIFIC RAILROAD COMPANY** ("Licensor") and **CITY OF PHARR**, whose address is 801 E SAM HOUSTON, PHARR, TX 78577 ("Licensee").

### RECITALS:

By instrument dated 6/12/14, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 272616, at PHARR, TEXAS.

### AGREEMENT:

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

#### Article 1. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **One Thousand Five Hundred and Five DOLLARS (\$1,505.00)**.

#### Article 2. AMENDMENT OF SECTION 13 (A) OF THE BASIC AGREEMENT.

Effective as of January 27, 2016, Section 13 (A) of the Basic Agreement is hereby amended to read as follows:

If the Licensee does not use the right herein granted or the Pipeline for one (1) years, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice. Effective January 27, 2016, Licensee has one (1) year from January 27, 2016, to install pipeline.

#### Article 3. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of January 27, 2016.

**Article 4. AGREEMENT SUPPLEMENT.**

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF PHARR**

By: \_\_\_\_\_  
Daniel Peters  
Asst. Manager – Real Estate

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_



## MEMORANDUM

DATE: March 1, 2016  
TO: Juan G Guerra, City Manager  
FROM: Ruben Villescas, Police Chief

OK  
Cey

**SUBJECT:** Request for Consideration and Action Authorizing City of Pharr Police Department to Enter into a Contract with Tyler Technologies for Electronic Citation Solutions with a upfront Cost of \$62,900 and reoccurring Annual Cost of \$19,600

### **ISSUE:**

The Pharr Police Department has been utilizing CopSync for the past 3 years for electronic citations and other services. The department has explored the other companies that could provide same services essential to our police operations.

Tyler Technologies has submitted the following proposal for our electronic citation solution. They are providing us with the software and the ability to use our existing laptops and printers. This will allow us to save money and make the transition from CopSync easier. Tyler Technologies is a partner for several of our existing police technologies.

Tyler Technologies has acquired Incode which is the software used by our courts and they have also acquired New World Systems which is our Computer Aided Dispatch /Records Management System vendor. By using Tyler Technologies to manage our citations we are adding on to our existing contract with them for our court software. This will allow us to have full integration between court and the electronic citations to also include the ability to have real time local CMS warrant notification sent directly to the officers in the field via the ticket writing software. The new world integration will allow us to have driver's license and license plate info automatically populate the citation which will increase officer productivity.

### **FINANCIAL CONSIDERATION:**

The upfront cost for the citation package from Tyler Technologies is \$62,900. The reoccurring annual cost for maintenance will be \$19,600 per year.

### **ALTERNATIVE:**

The alternative is to remain with CopSync Services or seek services from other companies.

### **STAFF RECOMMENDATION:**

I recommend that approval be given for this department to execute a contract with Tyler Technologies for Electronic Citation Solutions for an upfront cost of \$62,900 and a reoccurring annual cost of \$19,600.

REC'D  
CC

MAR 02 2016

CITY OF PHARR  
CITY CLERKS OFFICE  
PHARR, TEXAS



5519 53rd Street  
Lubbock, TX 79414

P: 800.645.2633  
F: 806.797.4849

February 16, 2016

City of Pharr  
108 South Cage St  
Pharr, TX 78577

Attn: Chief of Police

RE: Sole Source Software Letter

Dear Chief,

The intent of this letter is to provide verification to the City of Pharr of the following facts:

1. Our Brazos RDC software is only available for purchase through Tyler Technologies.
2. Auto Citation Import is standard with the Incode Court to Brazos RDC interface.
3. Brazos RDC software is the only mobile citation software in which we push active warrants from INCODE Court software directly into the hand-held ticket writers.

We have put a tremendous amount of effort into our product. We sincerely hope that you will find that it simplifies many aspects of your staff's responsibilities. All of our development efforts are currently directed toward this product, so in the coming years, you will continue to see additional features and functionality added to the product.

Tyler Technologies appreciates the trust that the City of Pharr has placed in our company with this purchasing decision and will continue to work to earn your business. If there is anything else we can do, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "S. Brett Cate". The signature is written in a cursive, flowing style.

S. Brett Cate  
President, Local Government Division



ESTIMATE  
 Quote Number: 00001963  
 Date Created: 7/8/2015 7:34 AM  
 Expires On: 4/30/2016

Bill to:	Ship to:	Prepared by:
City of Pharr, TX P.O. Drawer B Pharr, TX 78577-1202	City of Pharr, TX P.O. Drawer B Pharr, TX78577-1202	Kimberly Germer (979) 690-2811 x1549 kimberly.germer@tylertech.com

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
1.00	Setup & Config	Setup & Config	\$ 9,000.00	\$ 9,000.00
1.00	Training: Standard	Standard Training Package: INCLUDES: Two (2) days (onsite) officer/employee training including classroom and OJT training (maximum group size =14); Online Reference Materials; One (1) day (remote) administrator training	\$ 3,500.00	\$ 3,500.00
1.00	INTERFACE: CMS - Tyler Incode	INTERFACE: Tyler Incode Court Case Management System (Annual Maintenance Fees apply)	\$ 0.00	\$ 0.00
56.00	LIC: REF License - MDC or TABLET	LICENSE: Brazos Rapid Extension Framework (REF) Software License - MDC or TABLET (annual maintenance fees apply)	\$ 850.00	\$ 47,600.00
56.00	BT SETUP	Set Up Fees - Third Party Hardware	\$ 50.00	\$ 2,800.00

Sign and fax approved quotation to 713.583.9323.

Subject to the applicable terms of your existing contract with Tyler, and for the fees quoted herein, we grant to City of Pharr, TX : (i) a per-unit license to the software located on the ticket writer hardware provided under this purchase order, and (ii) a per-unit license to access a remote database via the ticket writer hardware, both for your internal business purposes only. We will provide remote database access according to our industry standard hosting terms of service.

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	\$ 62,900.00
Tax	_____
<b>Grand Total</b>	<b>\$ 62,900.00</b>



**e-Citation/Mobile Data Capture System  
 for Law Enforcement  
 Annual Maintenance Estimate**

Presented to:

Pharr, Texas

Submitted by:

Kimberly Germer  
 512-738-1900  
 Brazos Technology Corporation  
 P.O. Box 10713, College Station, TX 77842

Proposal Date:

February 16, 2016

Proposal is valid for 90 days from the above-listed date.

<b>Annual Recurring Fees</b>				
eCitation License	\$350 / unit	\$350	56	\$19,600
Not Valid until signed by the Agency Administrator or Authorized Designee. The authorized signature below represents agreement with the proposal and represent authorization to proceed with the work as defined. Quote is good for 90 days.			<b>TOTAL</b>	<b>\$19,600</b>
Signature: _____ Title: _____ Date: _____				

Proposal is valid for 90 days from the above-listed date.



## MEMORANDUM

**DATE:** February 29, 2016  
**TO:** Juan G Guerra, City Manager *OK*  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer

**SUBJECT: Agenda Request: Discussion and possible action, if any, on authorizing City Manager to negotiate additional engineering services with S&GE Civil Engineers for Waste Water Treatment Secondary Clarifier No. 2.**

### ISSUE

Additional engineering services are required in order to provide electrical plans and specifications for the WWTP Secondary Clarifier and electrical plans and specifications for the replacement of the motor actuators of the Oxidation Ditch No. 1. These items are not in S&GE scope of work.

### FINANCIAL CONSIDERATION

Additional Services amount \$14,446.00.

### STAFF RECOMMENDATION

Staff recommends approval of additional services. See attached cost breakdown from consultant.

### ALTERNATIVES

Current Contract Amount: \$14,700.00

REC'D	<i>W. Ueckert</i>
CC	
<b>MAR - 2 2016</b>	
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS	



# S&GE

Civil Engineers

January 19, 2016

Mr. William F. Ueckert Jr., P.E.  
City Engineer  
City of Pharr  
118 S. Cage Blvd., 1<sup>st</sup> Floor  
Pharr, Texas 78577

**Re:** City of Pharr WWTP Secondary Clarifier No. 2 Project  
Proposal - Additional Services

Dear Mr. Ueckert:

S&GE is pleased to submit this proposal for additional services for the referenced project. The City has requested we incorporate services of an electrical engineer for replacement of the Secondary Clarifier No. 2 and remove and replace the two (2) weir gates at Oxidation Ditch No. 1 and associated motor actuators. Electrical work is being performed by Mr. Frank J. Dillard (LJA). Mr. Dillard was the original design engineer involved with all the Electrical, Instrumentation, and Control (EIC) work for most recent Pharr WWTP Expansion. Therefore, his is uniquely qualified given his familiarity with the existing facility.

The total cost to add the electrical work, gates, and gate actuators is \$14,700.00.

Cost breakdown is provided below:

### LJA (Electrical Design)

Design Services	\$	8,744.00
Construction Phase Services	\$	<u>2,025.00</u>
Subtotal LJA:	\$	10,769.00 (Refer to Attachment A)

### S&GE (Gates Replacement)

Sub-K Markup 10%	\$	1,077.00
Gate Replacement Design:	\$	<u>2,600.00</u>
Subtotal S&GE	\$	3,677.00

<b>Total</b>	\$	<b>14,446.00</b>
--------------	----	------------------

If you have any questions or require additional information, please call.

Sincerely,

S&GE, LLC  
Texas Firm 8038

Javier Garcia, P.E.  
Vice-President

cc: S&GE File 5525.00  
Mr. David Garza/City of Pharr - Utilities Director



# Attachment A

LJA Proposal - January 18, 2016

905 Orleans Street  
Beaumont, Texas 77701  
TBPE № F-1386

Phone 409 813 1862  
Fax 409 813 1916  
www.ljaengineering.com  
TBPLS № 10000600

January 18, 2016

PROPOSAL

Mr. Javier Garcia, P.E.  
S&GE, LLC  
8400 Blanco Road, Suite 201  
San Antonio, Texas 78216

Re: City of Pharr Wastewater Treatment Plant  
Oxidation Ditch No. 1 Gate Actuators / Clarifier No. 2 Upgrades Proposal  
Engineering Design, Bidding and Construction Phase Services  
Electrical/Instrumentation/Control Systems  
LJA Proposal No. 16-00007  
LJA Project No. B725-1005

On behalf of LJA Engineering, Inc. (LJA) I am pleased to have the opportunity of submitting this revised proposal for professional engineering design and basic construction phase services to S&GE, L.L.C. (S&GE) relative to a project at the Pharr, Texas Wastewater Treatment Plant. The scope of this project involves the installation of new power and control conductors for the gate actuators for Oxidation Ditch No. 1 and upgrades to the control panel for Clarifier No. 2. The key Project activities will include principally the following:

- A site visit to gather specific information on the existing available spectrum of conduit, wiring, sources of power, etc. in and around the involved areas.
- Preparation of a limited spectrum of drawings and specifications for the involved spectrum of construction.

We at LJA are proposing to support S&GE in the area of the electrical/instrumentation/control (EIC) related portions of this project. The details of our proposed scope of services, budget and schedule are provided in the following paragraphs of this document. We have included budgets for the design and bidding phases.

#### DETAILED DESIGN

As a part of the design phase of this project the following activities will be completed:

1. The total number of EIC related drawings should be no three (3). The proposed drawing titles/topics are as illustrated on the attached Table 1. The related site plans and other facility detailed plans will be prepared as drawings based on AutoCAD format electronic files made available to LJA by S&GE. Sets of 11 x 17 inch drawing prints will be provided to S&GE during the term of the design phase

for S&GE and client review. After the receipt of and response to comments received these EIC drawings will then be provided to S&GE electronically as sealed and signed plots for bidding purposes.

2. LJA will prepare the required spectrum of specifications for the construction of the EIC related aspects of the project. These specifications will be provided to S&GE in Word format for final formatting (headers, footers, font, etc.) by S&GE. A listing of the proposed specifications is provided on Table 2.
3. No services are included within this proposal beyond those required for the initial phase bid documents (plans and specifications) and one associated bidding period. Minimal consideration has been included for mid-design changes in the location of the related facilities, changes in the arrangement of equipment, revisions to the involved horsepower of equipment or revisions to the process monitoring and control of the equipment.

In support of these design efforts it shall be the responsibility of S&GE to provide LJA with the following spectrum of information and support:

1. S&GE shall be responsible for providing an electronic version of the involved title block and border sheet with all associated information such as dates, drawing numbers, and other coordination related information.
2. S&GE shall provide LJA with technical literature for all facility hardware being proposed for installation. Associated AutoCAD drawings which illustrate the proposed installation location of this equipment are also required. These drawings have to be provided to LJA with sufficient time for us to incorporate the equipment plans and details into our EIC drawings.
3. S&GE shall provide LJA with progress drawings in electronic format of the civil, mechanical and structural sheets as the project proceeds.
3. S&GE shall provide LJA with one set of printed and one set of electronic plans and specifications for the overall project no later than the date that the project goes out to bid.

The spectrum of activities involved with this proposed design phase budget are delineated as follows:

- S&GE / Pharr Coordination Meetings/Discussions  
Principal - (12 man-hours)(\$225.00/hour) \$ 2,700.00
- Office Engineering (Designing, Drafting, Specifications. Cost Estimating)  
Sr. Elect. Engineer – (8 man-hours)(\$190.00/hour) \$ 1,520.00  
Sr. Elect. Designer – (4 man-hours)(\$150.00/hour) \$ 600.00  
Elect. Designer – (32 man-hours)(\$102.00/hour) \$ 3,264.00

- Project Site Visits – 1 trip

Airfare – (1 person)(\$275.00/person)	\$	275.00
Lodging – (1 person)(\$175.00/night)	\$	175.00
Meals – (1 meal day)(\$50.00/day)	\$	50.00
Rent Car – (1 trip)(\$160.00/trip)	\$	160.00
<u>PROPOSED DETAILED DESIGN BUDGET</u>	\$	<u>8,744.00</u>

The related statistics for the produced sheets equates to \$2,914.66 per sheet and 18.66 man-hours per sheet.

### CONSTRUCTION PHASE

During the construction phase we at LJA will review Project related EIC submittals and provide written review response letters with our recommendations and comments.

<u>Principal – (9 man-hours)(\$225.00/hour)</u>	\$	<u>2,025.00</u>
<u>PROPOSED CONSTRUCTION PHASE BUDGET</u>	\$	<u>2,025.00</u>

### PROJECT BUDGET

The combined proposed budget totals to \$10,769.00. We propose both the design and the construction phase services budgets as lump sum. Charges against these lump sum budgets will be based on the actual percent complete during each individual invoicing period. All invoices shall be payable to the Houston offices of LJA Engineering, Inc.

### PROJECT SCHEDULE

We at LJA are presently available to initiate our design activities on this project immediately. With an acceptance of this proposal we should be able to complete the preparation of the involved 90% plans and specifications for the project within no more than twenty (4) weeks from the date of receipt of formal authorization to proceed or the receipt of all required information from S&GE and/or the City of Pharr, whichever comes later. The final plans and specifications would be available shortly after review comments for the 90% set are received and coordinated with S&GE.

### SUMMARY

LJA Engineering, Inc. is honored to be provided with the opportunity of submitting a proposal to S&GE, L.L.C. for professional engineering services for this City of Pharr Project. Should questions or comments arise relative to any matter within this proposal please do not hesitate to contact us. We look forward to your favorable consideration.

S&GE, L.L.C.  
January 18, 2016  
Page 4 of 6

Respectfully submitted,

LJA ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Frank J. Dillard". The signature is stylized and cursive.

Frank J. Dillard, P.E.  
Electrical Division Manager

Attachments:  
Proposed Drawing Titles/Topics  
Preliminary Specification List

**TABLE 1**

**PROPOSED DRAWING TITLES/TOPICS**

<b>E-01</b>	<b>Overall Electrical Site Power, Grounding Plan and Details</b>
<b>E-02</b>	<b>Oxidation Ditch No. 1 Area Electrical Details</b>
<b>E-03</b>	<b>Clarifier No. 2 Area Electrical Details</b>

**TABLE 2**

**PRELIMINARY SPECIFICATION LIST  
ELECTRICAL/INSTRUMENTATION/CONTROL SYSTEMS  
PLUMBING SYSTEMS**

**DIVISION 16 - ELECTRICAL**

16010	Basic Electrical Requirements
16111	Conduit, Fittings and Bodies
16120	600 Volt Wire and Cable
16121	600 Volt Control Cable
16126	Instrumentation Cable
16131	Device, Pull, Junction and Terminal Boxes
16160	Control Cabinets and Enclosures
16165	Disconnect Switches
16170	Grounding
16195	Electrical Identification
16402	Underground Conduit Banks
16461	Dry Type Transformers
16480	Low Voltage Motor Control Centers



## MEMORANDUM

**DATE:** February 29, 2016  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer

OK  
WU

**SUBJECT:** Agenda Request: Discussion and possible action, if any, on authorizing City Manager to negotiate a fee for professional engineering services with Dannenbaum Engineering for relocation of water and sanitary sewer utilities due to the construction of HCRMA (SH 365 – Segment 1 & 2).

### ISSUE

HCRMA will bid the construction of SH 365 (Segment 1 & 2) this coming June and begin construction in September of this year. There are major utilities that will be in conflict with the HCRMA project.

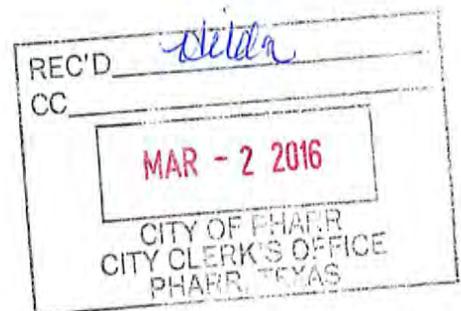
### FINANCIAL CONSIDERATION

Estimated fee amount \$75,000.00.

### STAFF RECOMMENDATION

Staff recommends approval of negotiation.

### ALTERNATIVES







## MEMORANDUM

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**DATE:** February 29, 2016  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer

OK  
WU

**SUBJECT: Agenda Request: Discussion and possible action, if any, on authorizing City Manager to negotiate a fee for professional engineering services with TEDSI Engineering for Pharr/Reynosa Bridge second exit to the BSIF.**

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### ISSUE

Custom is requesting that a second exit to the Border Safety Inspection Facility (BSIF) be contracted in order to have pre-certified trucks exit the Port of Entry (POE) without having to go to the inspection docks.

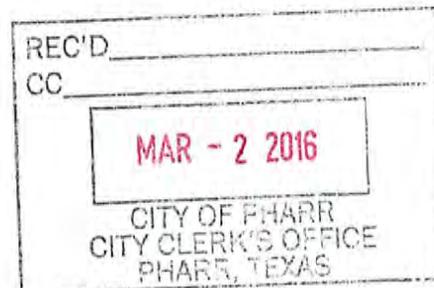
### FINANCIAL CONSIDERATION

Estimated fee amount \$45,000.00.

### STAFF RECOMMENDATION

Staff recommends approval of negotiation.

### ALTERNATIVES





## MEMORANDUM

DATE: February 29, 2016  
 TO: Juan G Guerra, City Manager  
 FROM: William F. Ueckert Jr., P.E. - City Engineer

OK  
WU

**SUBJECT: Agenda Request: Discussion and possible action, if any, on approval of professional engineering services contract with R. Gutierrez Inc. for Pharr Bicycle Accessible Improvement Project.**

### ISSUE

The City of Pharr has a TxDOT Advance Funding Agreement Grant in the amount \$635,737 for the placement of bicycle stripping for a bicycle route on US 281 (FM 495 to Military Highway) and FM 495 (Jackson to US 281) and Jackson (FM 495 to Owassa Road). See attached map. Plans have been completed by the Traffic Engineer, but TxDOT is requesting that the bicycle route do not go on the US 281 Floodway Bridge. Therefore, the city will need to provide plans for a trail under the bridge. R. Gutierrez Engineering is familiar in preparation of plans for TxDOT review and approval.

### FINANCIAL CONSIDERATION

Professional Fee is \$28,000.00.

### STAFF RECOMMENDATION

Staff recommends approval of contract.

### ALTERNATIVES

REVIEWED BY:

\_\_\_\_\_  
 CITY ATTORNEY

\_\_\_\_\_  
 DATE

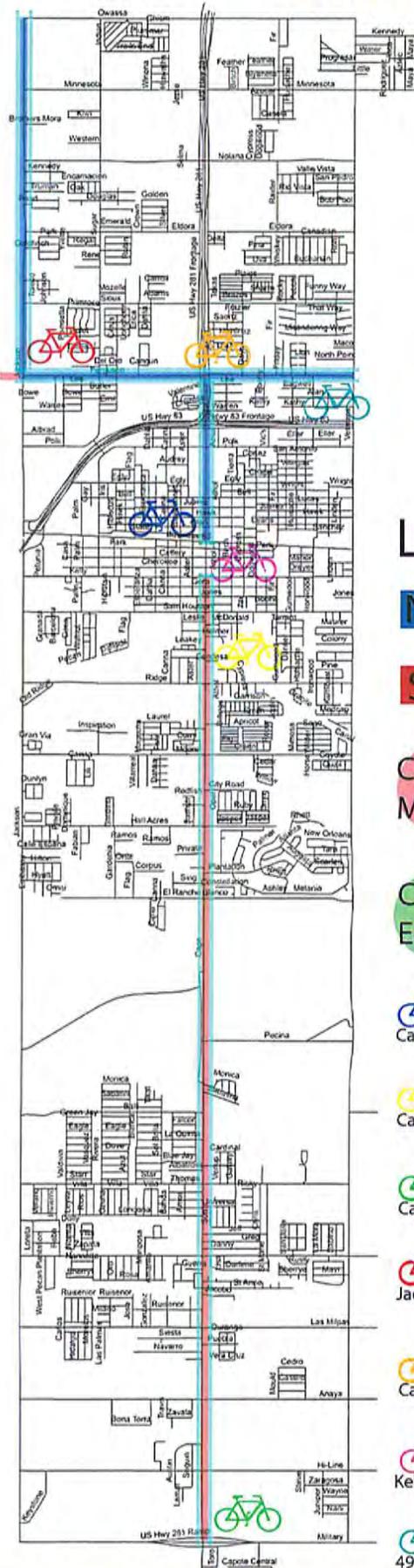
REC'D <i>Wick</i>
CC
<b>MAR - 2 2016</b>
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS

# City of Pharr Bicycle Accessible Improvement Project



Connection to McAllen

Connection to San Juan



## LEGEND

North Loop

South Loop

Connection to McAllen (495)

Connection to Edinburg (Jackson)

Cage Blvd. & Bus. 83

Cage Blvd. (PEDC-Trailhead)

Cage 281 & Military Hwy

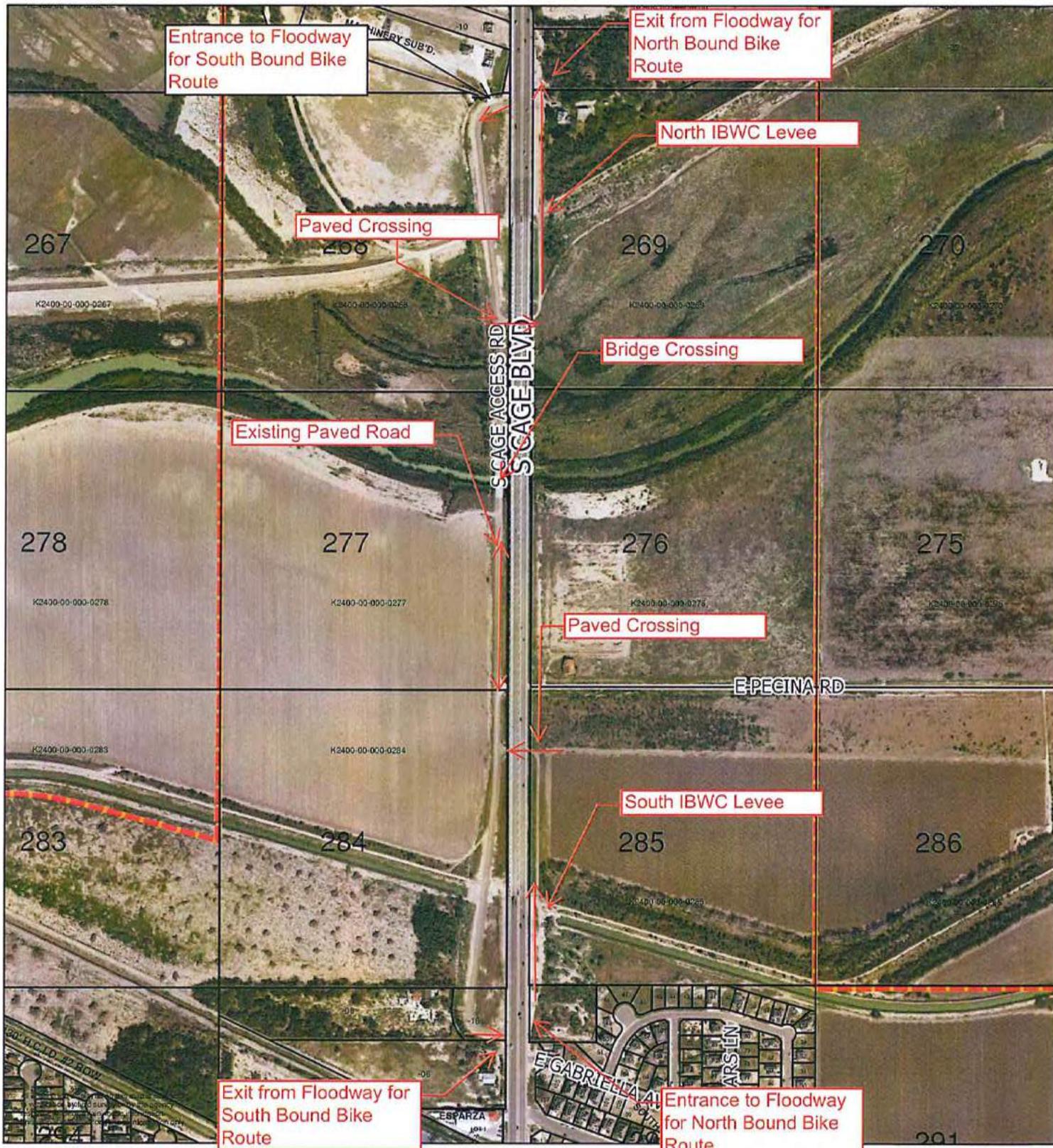
Jackson Rd. & 495

Cage 281 & 495

Kelly Ave. and Cage Blvd. Loop around

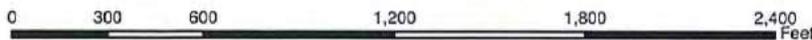
495 and Veterans





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

Scale: 1 inch = 600 feet



**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

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

This Agreement is between **R. Gutierrez Engineering Corporation**, (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with **Preparation of Plans and Specifications for a Hike & Bike Trail within the IBWC Floodway**, hereinafter referred to as the Project.

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

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Preparation of Plans and Specifications for a Hike & Bike Trail within the IBWC Floodway**

Project Location: Pharr, TX

**Section 1**

**General Scope of Services  
and  
Project Description**

This agreement is based on providing the following services for the Project referred to herein, refer to Attachment No.1 – Scope of Services. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

**NOTICE:** *ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

## Section 2

### Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

## Section 3

### Engineer Insurance and Indemnification

**3.1** ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, Engineer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.

(4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Engineer's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.

(a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.

(c) *Verification of coverage.* Engineer shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Engineer. At the request of City, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

**3.2** The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ENGINEERS, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

**3.4** The ENGINEER agrees that it shall, at ENGINEER's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ENGINEER's negligence and/or the negligence of ENGINEER's employees, agents, representatives, contractors and/or subcontractors.

## **Section 4**

### **Termination**

**4.1** This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in Attachment No. 2 or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

**4.2** This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

**4.3** If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is

reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 **Pre-Litigation Alternative Dispute Resolution Requirement.** Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

## Section 5

### Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in Attachment No. 3.

5.2 For all services to be performed by ENGINEER under this agreement, ENGINEER shall be paid the amounts set forth in Attachment No. 3 according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **Twenty Eight Thousand Dollars (\$28,000.00)** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

## Section 6

### Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

**6.2** The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

## **Section 7**

### **Application for Payments (Invoices)**

**Times of Payment**-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ENGINEER of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

## **Section 8**

### **Qualifications on Obligation to Pay**

**8.1** CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

**8.2** ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

**8.3** Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

**8.4** ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

**8.5** If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a

sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

**8.6** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

**8.7** ENGINEER shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

**8.8** ENGINEER acknowledge that ENGINEER's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

## **Section 9**

### **Final Payment**

**9.1** After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

**9.2** Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

## **Section 10**

### **Ownership and Reuse of Documents**

**10.1** The CLIENT will retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require

copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans.

**10.2** As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawing. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

## **Section 11**

### **Other Conditions or Services**

**11.1** Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services. ENGINEER represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

**11.2** The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

**11.3** ENGINEER shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ENGINEER shall not relieve ENGINEER from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ENGINEER's service hereunder.

**11.4** The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from

ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

**11.5** WHERE a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

## **Section 12**

### **Special Provisions**

**12.1** This document constitutes the entire agreement between the CLIENT and ENGINEER and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

**12.2** If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

**12.3** The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM:

**R. Gutierrez Engineering Corporation**

130 East Park

Pharr, TX 78577

ENGINEER

By:   
Signature

ENGINEER

SIGNED on this the 1st day of March, 20 16.

**City of Pharr**

\_\_\_\_\_  
Ambrosio Hernandez  
Mayor, City of Pharr, Texas

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

## **Attachment No. 1 Scope of Services**

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The Engineer shall provide engineering services for developing plans and specifications for the construction of a bicycle trail along US 281 across the IBWC Levees. This project will be let and constructed through TxDOT.

### **Task A – Project Administration and Coordination**

The Engineer will perform the following tasks:

- Prepare for and conduct a Project Kickoff Meeting
- Obtain and collect available data and analyze the existing conditions
- Perform a field reconnaissance, coordinate meetings with the consultants, TxDOT, IBWC and the City
- Prepare meeting minutes and status reports
- Perform QC/QA for submittals.

### **Task B – Topographic Survey and Control Points**

Engineer will perform the following tasks:

- Conduct field surveys to collect information required for design of the project  
The topographic survey will extend the length of the project limits. The width of the topographic information shall extend 30 feet both sides of the center-line of the proposed bike trail or from the existing right-of-way line to edge of US 281 pavement of bridge structure, whichever is less.
- Establish the necessary and appropriate level of horizontal and vertical control needed for the project utilizing control established by Consultant working on rest of the project. Engineer shall set basic control points (vertical and horizontal control points) for use by the Contractor during construction. Control points shall be placed at the top of the IBWC levees in the vicinity of the existing US 281 road. Control points shall be located so as not be destroyed during construction and shall be based on the datum and coordinates utilized for the rest of the project.
- Coordinate with utility providers in researching the location of existing facilities and obtain record drawings, plats, maps, and other available information related to the existing utilities from the utility providers. To the extent practicable, the engineer will obtain information as to the age, size, material properties, and general condition of the subsurface utilities. The Engineer will record the horizontal location of existing underground utilities and determine the approximate depth of existing utilities exposed by others.

### **Task C – Schematic Design**

The Engineer will perform the following tasks:

- Prepare a preliminary layout of the proposed bike trail
- Develop a preliminary profile for the bike trail
- Develop cross-sections of the terrain with the proposed bike trail

- Develop a preliminary schematic with preliminary construction cost estimate for the project.
- Prepare the final layout of the proposed bike trail
- Develop the final profile for the bike trail
- Develop the final cross-sections of the terrain for the bike trail
- Develop the final schematic with construction cost estimate for the project.

**Task D – Construction Plans Development (PS&E)**

The Engineer will develop the following:

- A layout with elevations and dimensions of the proposed bike trail
- Plan and profile sheets of the proposed bike trail
- Drainage culvert plan sheets
- Miscellaneous details for the bike trail
- Signing and pavement marking plans for the bike trail
- Specifications for use in the construction of the bike trail
- Final construction cost estimate for the bike trail

**Task E - “As-Built” Drawings**

Engineer shall prepare “As-Built” drawings for the part of the project designed under this Scope of Services once the project construction is considered complete.

Note the following:

- Geotechnical Investigation and Pavement Design to be provided by the City of Pharr.
- Construction administration is not a part of this Scope of Services.

**Attachment No. 2**  
**Time Schedule**

Task B – Topographic Survey and Control Points – 10 days

Task C – Schematic Design – 15 days (provided by City of Pharr)

Task D – Construction Plans Development – 15 days

Task E – “As-Built” Drawings – 5 days

Navarro Street - Project Development Schedule							
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Task B							
Task C							
Task D							

**Attachment No. 3  
Fee Schedule**

**Payment shall be based on each task completed:**

Task A – Project Coordination & Administration – \$ 7,000.00

Task B – Topographic Survey & Control Points – \$ 3,500.00

Task C – Schematic Design – \$ 7,500.00

Task D – Construction Plans Development -- \$ 8,200.00

Task E – “As-Built” drawings of the final project – \$ 1,800.00

**Total Lump Sum Amount – \$ 28,000.00**



## DESCRIPTIONS (Continued from Page 1)

the auto, general liability and workers compensation policies as per policy provision when required by written contract. As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording. CG7208 (09.13)



## MEMORANDUM

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**DATE:** March 2, 2016  
**TO:** Juan G. Guerra, City Manager  
**FROM:** Ed Wylie, Asst. City Manager

**SUBJECT: UTRGV**

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### ISSUE

The City of Pharr is always in support of local education and sponsorship opportunities that give rise to education. Along those lines UTRGV-Department of Intercollegiate Athletics has proposed that the City of Pharr become a corporate sponsor by purchasing a baseball stadium suite to support the athletics programs of UTRGV and in return our local economy. As time is of the essence and the baseball season is already one game in the City Manager advised to execute the agreement.

### FINANCIAL CONSIDERATION

\$7,000.00

### STAFF RECOMMENDATION

Staff is recommending ratification and approval of the agreement as proposed.

THANK YOU

**UTRGV BASEBALL STADIUM  
PRIVATE SUITE AGREEMENT**

This Stadium Suite Agreement (“Agreement”) is made and entered into by and between The University of Texas Rio Grande Valley (“UTRGV”) and City of Pharr (“Patron”) (collectively, the “Parties”), effective this \_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date.”)

**RECITALS**

- A. UTRGV owns and operates the UTRGV Baseball Stadium (“Stadium”) on its campus;
- B. UTRGV owns private Stadium suites at the Stadium; and
- C. Patron desires to acquire, and UTRGV desires to provide, a license for the use of a Stadium suite for UTRGV home baseball games (“Covered Events”) under the terms set forth in this Agreement.

NOW, THEREFORE, for the mutual promises contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. **License of Stadium Suite.** Subject to the terms and conditions of this Agreement, UTRGV grants to Patron the exclusive right to use Stadium Suite 5 (the “Stadium Suite”) in the Stadium for Covered Events during the Term of this Agreement. The grant of the license does not and shall not be deemed to grant or convey any property interest in the Stadium Suite to Patron. To be eligible for the right to use the Stadium Suite, Patron agrees to pay UTRGV a non-refundable payment of \$5,000 (the “Suite Payment”) upon execution of this Agreement. Exclusive use of the Stadium Suite also requires Patron’s purchase of twenty (20) baseball season tickets at the price established by UTRGV for Stadium suite seating in effect at the time of execution of this Agreement. UTRGV shall provide Patron with a tax statement for the Suite Payment in accordance with Internal Revenue Code requirements, including for any deductible contribution.
2. **Access and Use of Stadium Suite.** Patron and Patron’s invited guests (“Users”) shall have access and use of the Stadium Suite for Covered Events only at times for which the appropriate tickets for admission to the Stadium Suite are presented and the Stadium is intended to be open for use by the general public. Each occupant of the Stadium Suite must have the required admission ticket for the particular Covered Event. Use of the Stadium Suite shall not be continuous, and shall include only the amount of time reasonably necessary for the Covered Events or activities permitted under this Agreement. Patron and Users shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued including, without limitation, policies with respect to the cancellation or postponement of a game. Access to the Stadium Suite shall

be governed by the rules and regulations established by UTRGV from time to time. This Agreement provides Patron only with the right and privilege to use the Stadium Suite in the manner set forth herein, and except as pertains to the special right and privilege to use the Stadium Suite, this Agreement does not confer upon Patron or Users any greater or lesser rights and privileges with respect to admission to the Stadium than afforded to other holders of tickets for admission. UTRGV shall be entitled to have access to the Stadium Suite to such extent as UTRGV shall in its sole discretion deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by UTRGV under this Agreement and for ensuring compliance with Stadium rules and regulations.

3. **Amenities.** The Stadium Suite shall include fourteen (14) theater seats on the balcony; nine (9) stool seats inside the Stadium Suite; three (3) tables; a counter with sink; one television; and a mini-refrigerator (“Amenities”). Amenities in the Stadium Suite may be adjusted or upgraded by UTRGV at its discretion during the Term of this Agreement, and UTRGV reserves the right to redecorate, refurbish, or replace any of the Amenities at any time during the Term. UTRGV intends to have and maintain certain basic color and design schemes in the Stadium Suite to ensure uniform aesthetics. Patron acknowledges that all finishes, fixtures, and Amenities in the Stadium Suite are the property of UTRGV and shall not be removed from the Stadium Suite at any time. Patron shall not make any additions or alterations to the interior or exterior of the Stadium Suite or the fixtures, furnishings and Amenities, without the prior written consent of UTRGV, which consent may be conditioned or withheld in UTRGV’s sole and absolute discretion. Any such additions or alterations expressly approved in writing by UTRGV shall be made at Patron’s expense and must comply with all zoning laws and requirements of all governmental authorities having jurisdiction.
4. **Patron’s Duties.** In addition to such other duties of Patron as may be expressed or implied under any other terms of this Agreement, Patron agrees to perform as follows:
  - A. **Performance Under Other Instruments.** Patron shall not breach any of Patron’s duties under this Agreement or any other instrument executed in connection with or pursuant to this Agreement.
  - B. **Preservation of the Private Suite.** Patron shall be responsible for maintaining the Stadium Suite in good condition, normal wear and tear expected, and reimburse UTRGV for repair or replacement of the Stadium Suite or Amenities due to damage caused or permitted by Patron or Users.
  - C. **Compliance With Rules and Laws.** In addition to the provisions set forth in this Agreement, Patron shall comply with: (a) all generally applicable rules or policies of UTRGV or The University of Texas System relevant to the UTRGV Baseball Stadium or other property of UTRGV; (b) any and all reasonable rules and policies issued by UTRGV pertaining to the preferred seating; (c) any and all applicable

rules and regulations of any other organization or entity to which UTRGV belongs, including, without limitation the Western Athletic Conference and the National Collegiate Athletic Association (“NCAA”); and, (d) any and all applicable federal and state laws and regulations. NCAA rules require UTRGV to notify boosters that any benefit or privilege provided to the booster relating to UTRGV’s athletics programs may be withheld if the booster is found to be in violation of any NCAA rule or regulation.

D. Other Duties. Patron shall not interfere with the use and enjoyment of others attending events, endanger others attending events, abuse or damage the Stadium Suites or Amenities, or bring or allow to be brought any alcoholic beverages, tobacco products, illegal drugs (or legal drugs without a valid prescription) or any noxious or hazardous substances into the Stadium Suite.

E. Conduct of Others. All of the duties and restrictions with respect to Patron’s behavior set forth in this Agreement shall apply equally to all Users. Patron shall take all actions necessary to cause all Users to comply with such rules. Patron agrees that UTRGV may hold Patron liable, and be entitled to legal and equitable remedies (including without limitation pursuant to the section entitled “early termination,”) for any User’s breach, the same as if Patron had itself so breached.

F. Taxes. Patron agrees to UTRGV any amount of sales taxes, ad valorem taxes, or any such similar taxes that UTRGV will be required to pay as the result of the receipt of any payment by Patron to UTRGV pursuant to this Agreement.

5. Food and Beverage. UTRGV agrees to make a variety of food and beverages available to Patron for Covered Events through catering or vending service(s) secured by UTRGV. Patron agrees to purchase and pay for all food and beverages to be consumed in the Stadium Suite from such catering or vending service(s) at prevailing prices charged for such items. Failure to pay for catering or vending services shall be grounds for early termination of this Agreement by UTRGV. UTRGV will provide to Patron the policies to be complied with for all catering and drink items available for the Stadium Suite. Patron shall not bring or consume any food or beverage into the Stadium Suite from outside the Stadium.

6. No Smoking. UTRGV prohibits the use of all smoking devices and tobacco products on UTRGV property. Patron understands and shall comply with UTRGV’s policy prohibiting the use of smoking devices and tobacco products in UTRGV facilities. The use of any smoking devices or tobacco products is prohibited in the Stadium and the Stadium Suites.

7. Extenuating Circumstances. UTRGV will use reasonable and good faith efforts to make the Stadium Suite available for Patron’s use in accordance with the terms of this Agreement. In the event that the Stadium Suite cannot be made available for any Covered Event (for any reason not caused or permitted by Patron), either: (a) a comparable alternative suite will be provided or (b) the Patron will receive a refund of the tickets

purchased for the Covered Event(s) for which the Stadium Suite is not available (no donation value will be refunded). If the Stadium Suite or the Stadium has been substantially destroyed, UTRGV may elect not to restore such facilities, in which case this Agreement shall be automatically terminated and a refund of tickets purchased for Covered Event(s) will be made as described above. UTRGV may choose among the foregoing remedies in its sole discretion, and any remedy so chosen shall be Patron's exclusive remedy in such circumstances.

8. **Right of First Refusal for Additional Period.** In the event that at the expiration of the Term (other than pursuant to "Early Termination"), Patron is not in default hereunder and UTRGV desires to issue a new license for use of the Stadium Suite, Patron shall be entitled to a right of first refusal for a subsequent license upon such terms and conditions (including donations or pledges) as UTRGV may then in its sole discretion require, which right may be exercised by Patron only in accordance with the following procedure. UTRGV shall deliver to Patron a notice setting forth the terms and conditions of the new proposed Private Suite Agreement; such notice to be given not later than May 31 of the year of that the Term expires. In order for Patron to exercise its option, UTRGV must be in receipt of the initial payment(s) due under the terms of such new Private Suite Agreement, as well as any document(s) required to be executed pursuant to the notice, no later than June 30 of the year that the Term expires. If such payment(s) and document(s) are not received within this time, UTRGV shall be free to enter into agreements with third parties for the Stadium Suite.

9. **Term and Termination.**

A. **Term.** The term of the license ("Term") shall begin on February 1, 2016, and ending on June 30, 2016, unless earlier terminated as provided for in this section.

B. **Early Termination.**

- i. **Upon Notice.** If, within ten (10) days following receipt of written notice thereof, Patron fails to cure a breach of any of its obligations under this Agreement (including without limitation the failure to make any payment when it becomes due) this Agreement may be terminated at the option of UTRGV.
- ii. **Immediate.** UTRGV may terminate the Agreement immediately and without prior notice if Patron uses the Private Suite for any unlawful activity or any violation of NCAA rules or regulations, commits gross abuse of the Stadium Suite or Amenities, or acts in such a manner as to endanger others at events.
- iii. **Survival of Obligations and Liabilities.** Neither the early termination option itself nor UTRGV's decision regarding its exercise shall in any way serve to extinguish or limit any other remedies available at law or in equity arising from

the underlying breach or the liability of Patron for any liabilities that may have been incurred by Patron during the use of the Stadium Suite.

- iv. No Refunds. In the event of early termination pursuant to this section, all tickets for use of seats with the Stadium Suite for future events shall automatically be deemed void and shall be returned to UTRGV, and Patron shall not be entitled to any refund.

C. End of Term. Within ten (10) calendar days following the end of the Term, Patron shall return to UTRGV any keys issued to the Stadium Suite, return the Stadium Suite and Amenities to UTRGV in the good condition, reasonable wear and tear excepted, and shall comply with any requirements imposed by UTRGV as a condition of the making of alterations or the installation of fixtures. Any Patron property which has not been removed from the Stadium Suite within such time shall be considered abandoned and shall automatically become the property of UTRGV. Patron shall reimburse UTRGV for the cost of any repairs to Stadium Suite needed due to damage incurred by removal of Patron property.

10. Disclaimer of Warranties. UTRGV, its officers, regents, agents or employees, have not made any representation or warranty, express or implied, with respect to the Stadium Suite, any other portion of the Stadium or the suitability or fitness of the Stadium or the Stadium Suite for Patron's use; and have not promised or agreed to undertake any modification, alteration, or improvement to Stadium or the Stadium Suite except as herein provided. Patron accepts the Stadium Suite on the initial date of the Term subject to all applicable governmental laws and regulations, and all rules, policies, and regulations of UTRGV and the UT System Board of Regents with respect to the use of the Stadium Suite and the Stadium. Accordingly, Patron acknowledges and agrees to the following: (i) Patron is acquiring certain rights to the Stadium Suite "AS IS, WHERE IS, AND WITH ALL FAULTS" based on Patron's own inspection or investigation and not in reliance on any statement, representation, inducement, promise, or agreement of UTRGV, its officers, regents, agents, or employees; (ii) UTRGV, its officers, regents, agents or employees have not made any representation as to the taxation or other financial aspects or other ramifications of this Agreement and Patron has relied solely upon its own investigation and the advice of Patron's professional advisors with respect to all tax and other consequences of this Agreement and the purchase of Stadium Suite tickets and other items in connection herewith; and (iii) no rights of any kind to light, air, or otherwise over or under any portion of the Stadium or any other property, whether belonging to UTRGV or any other person, are granted to Patron by this Agreement. UTRGV, its officers, regents, agents or employees, have not made any representation or provided any assurances that Patron will be eligible to attend any event other than Covered Events (subject to delay, postponement, and cancellation) conducted at the Stadium during the term of this Agreement, or that any events (including Covered Events) will be held. Consequently, this Agreement is not in any way dependent upon the occurrence of any events at the Stadium, and this Agreement shall be unaffected by and shall continue in effect regardless of the kind or number of

events conducted at the Stadium. UTRGV reserves the right in its sole discretion to schedule, reschedule, postpone or cancel any event at the Stadium (including, without limitation, Covered Events), without liability to Patron.

11. **Indemnification.** PATRON ASSUMES ALL RISK WITH RESPECT TO, WAIVES ALL CLAIMS IN CONNECTION WITH, AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND UTRGV, ITS OFFICERS, REGENTS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING FROM, ANY DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER: (i) OCCURRING IN THE STADIUM SUITE DURING PATRON'S USE OR OCCUPANCY OF SUCH STADIUM SUITE; (ii) ARISING FROM ANY VIOLATION OF ANY PROVISION HEREOF OR ANY DEFAULT OF ANY OBLIGATION OF PATRON UNDER THE TERMS OF THIS AGREEMENT; or (iii) ARISING FROM ANY ACT OR NEGLIGENCE OF PATRON, ITS AGENTS, CONTRACTORS, EMPLOYEES OR GUESTS. PATRON SHALL PAY ALL COSTS, ATTORNEYS' FEES, EXPENSES AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS AND ANY ACTION OR PROCEEDING BROUGHT HEREON. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST UTRGV BY REASON OF ANY SUCH CLAIM, UPON NOTICE OF UTRGV, PATRON SHALL DEFEND THE SAME AT PATRON'S EXPENSE BY COUNSEL SATISFACTORY TO UTRGV. PATRON'S INDEMNITY OBLIGATIONS SET FORTH ABOVE WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE APPLICABLE INDEMNITEE THEREOF, ***EVEN IF THE APPLICABLE CLAIM IS CAUSED BY ORDINARY NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES,*** BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES.

12. **Assignment and Subletting.** Patron shall not assign, sell, sublicense or otherwise transfer this Agreement or any of Patron's rights and obligations hereunder unless: (i) UTRGV shall give its prior written consent to such assignment, sale, sublicense or transfer which consent; and (ii) Patron shall continue to remain primarily liable and responsible to UTRGV for the payments due and the performance and observance of all of the terms and provisions hereof. Any attempted assignment, sale, sublicense or transfer in contravention of the foregoing shall not relieve Patron of its obligations hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, UTRGV and Patron have entered into this Agreement as of the Effective Date written above.

**UTRGV**

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

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

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

**PATRON:**

By: Ed Wylie

Title: Asst. City Manager

Date: 2-26-16

**MEMORANDUM**

**DATE:** March 3, 2016

**TO:** Juan G Guerra, City Manager

**FROM:** Sergio Contreras, PEDC II Director

*ok  
Sue*

**SUBJECT: Comprehensive Economic Stimulus Package with Evergreen Cold Storage LLC**

**ISSUE**

380 agreement package for development of 20 acres +/-

**FINANCIAL CONSIDERATION**

Please see 380 Agreement

**STAFF RECOMMENDATION**

To place item on City Commission agenda for official consideration by Mayor and City Commissioners.

**ALTERNATIVES**

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D *[Signature]*  
CC

MAR 03 2016

CITY OF PHARR  
CITY CLERKS OFFICE  
PHARR, TEXAS

## **COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT**

This Economic Development Incentive Agreement (this "**Agreement**") is entered into as of this 15<sup>th</sup> day of February, 2016 (the "**Effective Date**") by and between the **CITY OF PHARR, TEXAS** (the "**City**"), and **Evergreen Cold Storage LLC** ("**Evergreen**").

### **WITNESSETH:**

**WHEREAS**, EVERGREEN is a Texas Company that owns real property and improvements on Hi Line Road in Pharr, Texas in the amount of 19.67 acres (more fully described as 19.67 acres of Lot 376, Kelly Pharr Tract, Pharr, Hidalgo County, Texas); and

**WHEREAS**, the Pharr Board of Commissioners recognizes the positive benefits which will accrue to the City through EVERGREEN'S efforts to cause development of land that is located in the City of Pharr, Hidalgo County, Texas; and

**WHEREAS**, City has adopted programs for promoting economic development; and

**WHEREAS**, the consideration and benefits to CITY resulting from EVERGREEN'S development of real property and improvements will benefit the CITY and the CITY believes that the development of the properties will contribute and promote state and local economic development by stimulating business and commercial activity within the municipality by increasing ad valorem taxes and increasing employment; and

**WHEREAS**, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state; and

**WHEREAS**, Texas Local Government Code §380.001 is the enabling legislation for Article III, Section 52(a) of the Texas Constitution and authorizes the governing body of a municipality to establish and provide for the administration of one or more programs, including programs for making loans and grants of

public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, the City has adopted programs for promoting economic development as contemplated by Texas Local Government Code §380.001; and

**WHEREAS**, the City is authorized by the Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that finalizing an economic development agreement with EVERGREEN in accordance with this Agreement will further the objectives of the City, will create employment opportunities in the City, will benefit the City by creating additional sales and ad valorem taxes, will benefit the City's inhabitants and will otherwise promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

## **Article 1.**

### **DEFINITIONS**

1.01 The recitals to this Agreement are incorporated herein.

1.02 The following definitions shall be used in furtherance of this agreement:

"Real Property" shall mean the 19.67 acres owned by EVERGREEN that is the subject of this agreement.

## **Article 2.**

### **TERMS AND CONDITIONS BETWEEN CITY AND EVERGREEN**

2.01 The parties herein have agreed to the following terms and conditions that shall provide benefits to CITY and EVERGREEN so as to create

additional sales and ad valorem taxes, employment opportunities, benefit the City's inhabitants and otherwise promote local economic development and stimulate business, commercial, and international activity in the city and state, and ultimately promote development and commerce.

(a) EVERGREEN shall develop the entire 19.67 acres for industrial use by investing a minimum of \$42,000,000 on this project over two (2) phases commencing June 2016; and

(b) EVERGREEN shall employ and maintain employed a minimum of 80 employees for the term of this agreement; and

(c) EVERGREEN agrees to provide support to two (2) students each year for an internship with a recognized workforce program in EVERGREEN's industry during the term of this Agreement. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(d) EVERGREEN must participate in no less than two (2) job fair events during the term of this agreement; and

(e) EVERGREEN must support an international industry or company specific conference once a year during the term of this agreement; and

(f) EVERGREEN must support an industry roundtable forum once a year during the term of this agreement; and

(g) EVERGREEN will submit on an annual basis no later than January 31st of each calendar year, a report verifying employment and the number of crossings attributable to EVERGREEN for the prior calendar year.

2.02 The mutual obligations and promises made herein are conditions precedent for the exchange of any and all consideration whether in kind or monetary. Upon EVERGREEN'S satisfaction of obligations set forth herein under Sections 2.01 the City shall:

(a) Reimburse EVERGREEN the equivalent of the increase in Ad Valorem tax (City of Pharr Portion Only) over the Same Property's Ad Valorem tax in the base year as per schedule on Exhibit "A" for Phase I. The base year will be the year prior to the improvements being included on the Hidalgo County Appraisal District tax rolls; and

(b) Reimburse EVERGREEN the equivalent of the increase in Ad Valorem tax (City of Pharr Portion Only) over the Same Property's Ad Valorem tax

in the base year as per schedule on Exhibit "B" for Phase II. The base year will be the year prior to the improvements being included on the Hidalgo County Appraisal District tax rolls; and

- (c) Nominate and support the project for an "Enterprise Zone Project Designation"
- (d) Reimburse EVERGREEN 50% of the increased dollar value in south bound crossings at the Pharr International Bridge attributable to EVERGREEN from the prior calendar year; and
- (e) Reimburse EVERGREEN for all allowable Subdivision Fees associated with this development; and
- (f) Reimburse EVERGREEN for all allowable Permitting Fees associated with this development; and
- (g) Recommend the project to Tax Increment Reinvestment Zone Board for TIRZ reimbursement; and
- (h) Total reimbursement (Ad Valorem Taxes, toll fee reimbursements, Enterprise Zone reimbursements and permit/subdivision fees reimbursements) will not exceed \$1,000,000.00.

See Exhibits "A" and "B"

### **Article 3.**

#### **EVENTS OF DEFAULT; REMEDIES; TERM**

3.01 The following shall constitute an "Event of Default" under this Agreement:

(a) Upon the expiration of the notice and cure period set forth in Section 3.02 below, the City's failure to satisfy any obligation owing to EVERGREEN in accordance with this Agreement.

(b) Upon the expiration of the notice and cure period set forth in Section 3.02 below, EVERGREEN'S failure to pay any real or personal ad valorem taxes or other fees or charges owed by EVERGREEN to the City (the "Impositions"); provided, however, EVERGREEN retains the right to timely and

properly protest and contest any such Impositions and so long as EVERGREEN is timely and properly protesting or contesting the same it shall not constitute an Event of Default.

(c) Upon the expiration of the notice and cure period set forth in Section 3.02 below, any delays due to an Event of Force Majeure shall not be considered a default event.

3.02 In the event of the occurrence of a default described under Section 3.01 above, the non-defaulting party may give 30 days written notice to the other party of such default, and the defaulting party shall have 30 days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within 30 days, then the defaulting party shall have such additional amount of time as is reasonably necessary to cure such default, said grant of additional time shall be in writing. Should said default remain uncured after such cure period it shall constitute an Event of Default and the non-defaulting party shall have the right to exercise the remedies set forth in Section 3.03 below.

3.03 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement by written notice to the defaulting party. In addition and without terminating this Agreement, either party shall further have the power to enforce specific performance to collect amounts owing by the other party under this Agreement. Upon the occurrence of an Event of Default by the City or EVERGREEN shall have the right to bring an action for damages. No action shall lie for damages against EVERGREEN except that the City shall be entitled to any action to recover any amounts owed by EVERGREEN under Section 2.01(a), 2.01(b) and 3.01(b) above. Furthermore, in no event shall either party be entitled to recover special, exemplary or punitive damages under this Agreement.

3.04 This Agreement shall terminate upon the occurrence of any one of the following:

(a) the execution by all parties of a written agreement terminating this Agreement;

(b) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 3.02 above) after an Event of Default.

3.05 The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party pursuant to Section 271.159 of the Texas Local Government Code.

3.06 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE CITY VOLUNTARILY WAIVES THEIR RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY EVERGREEN SEEKING ONLY THE REMEDIES FOR ENFORCEMENT OF THIS AGREEMENT. NEITHER CITY NOR PEDC 2 WAIVE IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

#### **Article 4.**

#### **NOTICE**

4.01 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery or a nationally recognized overnight courier, in either case effective upon delivery, in all cases addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

If intended for the CITY:

City of Pharr,  
Texas 118 S. Cage  
Pharr, Texas 78577  
Attention: Juan Guerra, City Manager

If intended for EVERGREEN:

Evergreen Cold Storage LLC  
Attention: Andres J. Zuniga, President  
9102 S Cage  
Pharr, Texas 78577

**Article 5.**

**MISCELLANEOUS**

5.01 This Agreement was approved by the Board of Commissioners of the City of Pharr and the members of Evergreen Cold Storage LLC, and Andres J. Zuniga. A copy of materials referenced herein are attached hereto as Exhibits A.

5.02 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.

5.03 The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

5.04 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.

EXECUTED by the parties hereto to be effective as of the date first set forth above.

**CITY OF PHARR**

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

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

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

**EVERGREEN COLD STORAGE LLC**

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

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

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

**EXHIBIT "A"**  
**PROPOSED TAX REIMBURSEMENT**

<b>PHASE I</b> <b><u>Tax Year:</u></b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Totals</b>
<b>Proposed Improvements</b> *	15,000,000.00	15,000,000.00	15,000,000.00	15,000,000.00	15,000,000.00	
<b>Tax Rate</b>	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
<b>Total Tax Due to City</b>	<b>98,100.00</b>	<b>98,100.00</b>	<b>98,100.00</b>	<b>98,100.00</b>	<b>98,100.00</b>	<b><u>490,500.00</u></b>
<b>Abatement Percentage</b>	90.00%	70.00%	50.00%	30.00%	10.00%	
<b>Tax Abatement to Customer</b>	<b>88,290.00</b>	<b>68,670.00</b>	<b>49,050.00</b>	<b>29,430.00</b>	<b>9,810.00</b>	<b>245,250.00</b>
<b>Tax due to City</b>	<b>9,810.00</b>	<b>29,430.00</b>	<b>49,050.00</b>	<b>68,670.00</b>	<b>88,290.00</b>	<b>245,250.00</b>

EXHIBIT "B"

PROPOSED TAX REIMBURSEMENT

<b>PHASE II</b>						
<b>Tax Year:</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Totals</b>
<b>Proposed Improvements</b>	27,000,000.00	27,000,000.00	27,000,000.00	27,000,000.00	27,000,000.00	
<b>Tax Rate</b>	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
<b>Total Tax Due to City</b>	<b>176,580.00</b>	<b>176,580.00</b>	<b>176,580.00</b>	<b>176,580.00</b>	<b>176,580.00</b>	<b>882,900.00</b>
<b>Abatement Percentage</b>	90.00%	70.00%	50.00%	30.00%	10.00%	
<b>Tax Abatement to Customer</b>	<b>158,922.00</b>	<b>123,606.00</b>	<b>88,290.00</b>	<b>52,974.00</b>	<b>17,658.00</b>	<b>441,450.00</b>
<b>Tax due to City</b>	<b>17,658.00</b>	<b>52,974.00</b>	<b>88,290.00</b>	<b>123,606.00</b>	<b>158,922.00</b>	<b>441,450.00</b>

## MEMORANDUM

**DATE:** March 3<sup>rd</sup>, 2016

**TO:** Juan G Guerra, City Manager

**FROM:** Sergio Contreras, PEDC II Director

*OK*

**SUBJECT: Comprehensive Economic Development Agreement with Grupo Interenlace**

**ISSUE**

380 agreement for development of 3.23 +/- acres

**FINANCIAL CONSIDERATION**

Please see 380 Agreement

**STAFF RECOMMENDATION**

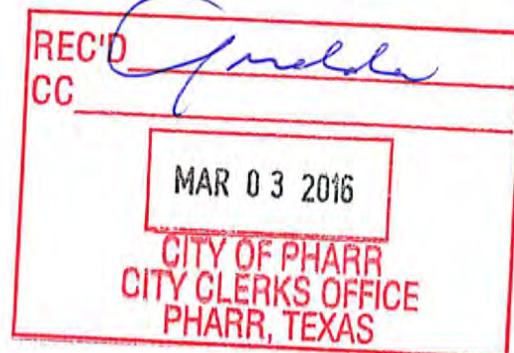
To place item on City Commission agenda for official consideration by Mayor and City Commissioners .

**ALTERNATIVES**

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



## **COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT**

This Economic Development Incentive Agreement (this “**Agreement**”) is entered into as of this 15<sup>th</sup> day of February, 2016 (the “**Effective Date**”) by and between the **CITY OF PHARR, TEXAS** (the “**City**”), and **Grupo Interenlace** (“**Interenlace**”).

### **WITNESSETH:**

**WHEREAS**, INTERENLACE is a Texas Company that owns real property and improvements on Seguin Drive in Pharr, Texas in the amount of 3.23 acres (more fully described as 3.23 acres of Lot 1, Interenlace Subdivision, Pharr, Hidalgo County, Texas); and

**WHEREAS**, the Pharr Board of Commissioners recognizes the positive benefits which will accrue to the City through INTERENLACE’S efforts to cause development of land that is located in the City of Pharr, Hidalgo County, Texas; and

**WHEREAS**, City has adopted programs for promoting economic development; and

**WHEREAS**, the consideration and benefits to CITY resulting from INTERENLACE’S development of real property and improvements will benefit the CITY and the CITY believes that the development of the properties will contribute and promote state and local economic development by stimulating business and commercial activity within the municipality by increasing ad valorem taxes and increasing employment; and

**WHEREAS**, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state; and

**WHEREAS**, Texas Local Government Code §380.001 is the enabling legislation for Article III, Section 52(a) of the Texas Constitution and authorizes the governing body of a municipality to establish and provide for the administration of one or more programs, including programs for making loans and grants of

public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, the City has adopted programs for promoting economic development as contemplated by Texas Local Government Code §380.001; and

**WHEREAS**, the City is authorized by the Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that finalizing an economic development agreement with INTERENLACE in accordance with this Agreement will further the objectives of the City, will create employment opportunities in the City, will benefit the City by creating additional sales and ad valorem taxes, will benefit the City's inhabitants and will otherwise promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

## **Article 1.**

### **DEFINITIONS**

1.01 The recitals to this Agreement are incorporated herein.

1.02 The following definitions shall be used in furtherance of this agreement:

“Real Property” shall mean the 3.23 acres owned by INTERENLACE that is the subject of this agreement.

## **Article 2.**

### **TERMS AND CONDITIONS BETWEEN CITY AND INTERENLACE**

2.01 The parties herein have agreed to the following terms and conditions that shall provide benefits to CITY and INTERENLACE so as to create

additional sales and ad valorem taxes, employment, benefit the City's inhabitants and otherwise promote local economic development and stimulate business, commercial and international activity in the city and state, and ultimately promote development and commerce.

(a) INTERENLACE shall develop the entire 3.23 acres for industrial use by investing \$7,000,000 minimum on this project commencing June 2016; and

(b) INTERENLACE shall employ and maintain employed a minimum of 28 employees for the term of this agreement; and

(c) INTERENLACE agrees to provide support to two (2) students each year for an internship with a recognized workforce program in INTERENLACE's industry during the term of this Agreement. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(d) INTERENLACE must participate in no less than two (2) job fair events during the term of this agreement; and

(e) INTERENLACE must support an international industry or company specific conference once a year during the term of this agreement; and

(f) INTERENLACE must support an industry roundtable forum once a year during the term of this agreement; and

(g) INTERENLACE will submit on an annual basis no later than January 31st of each calendar year, a report verifying employment and the number of crossings attributable to INTERENLACE for the prior calendar year.

2.02 The mutual obligations and promises made herein are conditions precedent for the exchange of any and all consideration whether in kind or monetary. Upon INTERENLACE'S satisfaction of obligations set forth herein under Sections 2.01 the City shall:

(a) Reimburse INTERENLACE the equivalent of the increase in Ad Valorem tax (City of Pharr Portion Only) over the Same Property's Ad Valorem tax in the base year as per schedule on Exhibit "A". The base year will be the year prior to the improvements being included on the Hidalgo County Appraisal District tax rolls; and

(b) Reimburse INTERENLACE 50% of the increased dollar value in south bound crossings at the Pharr International Bridge attributable to

INTERENLACE from the prior calendar year; and

- (c) Reimburse INTERENLACE for all allowable Subdivision Fees associated with this development; and
- (d) Reimburse INTERENLACE for all allowable Permitting Fees associated with this development; and
- (e) Total reimbursement (Ad Valorem Taxes, toll fee reimbursements, and permit/subdivision fees) will not exceed \$466,454.15.

See Exhibit "A"

### **Article 3.**

#### **EVENTS OF DEFAULT; REMEDIES; TERM**

3.01 The following shall constitute an "Event of Default" under this Agreement:

(a) Upon the expiration of the notice and cure period set forth in Section 3.02 below, the City's failure to satisfy any obligation owing to INTERENLACE in accordance with this Agreement.

(b) Upon the expiration of the notice and cure period set forth in Section 3.02 below, INTERENLACE'S failure to pay any real or personal ad valorem taxes or other fees or charges owed by INTERENLACE to the City (the "Impositions"); provided, however, INTERENLACE retains the right to timely and properly protest and contest any such Impositions and so long as INTERENLACE is timely and properly protesting or contesting the same it shall not constitute an Event of Default.

(c) Upon the expiration of the notice and cure period set forth in Section 3.02 below, any delays due to an Event of Force Majeure shall not be considered a default event.

3.02 In the event of the occurrence of a default described under Section 3.01 above, the non-defaulting party may give written notice to the other party of such default, and the defaulting party shall have 30 days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within 30 days, then the defaulting party shall have such additional amount of time as is reasonably necessary to cure such default, said grant of additional time shall be in writing. Should said default remain uncured after such cure period it shall constitute an Event of Default and the non-defaulting party shall have the right to exercise the remedies set forth in Section 3.3 below.

3.03 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement by 30 days written notice to the defaulting party. In addition and without terminating this Agreement, either party shall further have the power to enforce specific performance to collect amounts owing by the other party under this Agreement. Upon the occurrence of an Event of Default by the City or INTERENLACE shall have the right to bring an action for damages. No action shall lie for damages against INTERENLACE except that the City shall be entitled to any action to recover any amounts owed by INTERENLACE under Section 2.01(a), 2.01(b) and 3.01(b) above. Furthermore, in no event shall either party be entitled to recover special, exemplary or punitive damages under this Agreement.

3.04 This Agreement shall terminate upon the occurrence of any one of the following:

(a) the execution by all parties of a written agreement terminating this Agreement;

(b) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 3.02 above) after an Event of Default.

3.05 The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party pursuant to Section 271.159 of the Texas Local Government Code.

3.06 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE CITY VOLUNTARILY WAIVES THEIR RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY INTERENLACE SEEKING ONLY THE REMEDIES FOR ENFORCEMENT OF THIS AGREEMENT. NEITHER CITY NOR PEDC 2 WAIVE IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

#### **Article 4.**

#### **NOTICE**

4.01 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery or a nationally recognized overnight courier, in either case effective upon delivery, in all cases addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

If intended for the CITY:

City of Pharr,  
Texas 118 S. Cage  
Pharr, Texas 78577  
Attention: Juan Guerra, City Manager

If intended for INTERENLACE:

Grupo Interenlace  
Attention: Cesar A. Garcia Vigil, C.E.O.  
9300 Lamar  
Pharr, Texas 78577

**Article 5.**

**MISCELLANEOUS**

5.01 This Agreement was approved by the Board of Commissioners of the City of Pharr. A copy of materials referenced herein are attached hereto as Exhibits A.

5.02 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.

5.03 The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

5.04 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.

EXECUTED by the parties hereto to be effective as of the date first set forth above.

**CITY OF PHARR**

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

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

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

**GRUPO INTERENLACE**

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

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

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

## EXHIBIT "A"

### PROPOSED TAX REIMBURSEMENT

<u>Tax Year:</u>	2017	2018	2019	2020	2021	Totals
<b>Proposed Improvements (Increase In Value)</b>	\$7,000,000.00	\$7,000,000.00	\$7,000,000.00	\$7,000,000.00	\$7,000,000.00	
<b>Tax Rate</b>	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
<b>Total Tax Due to City</b>	\$45,780.00	\$45,780.00	\$45,780.00	\$45,780.00	\$45,780.00	<u>\$228,900.00</u>
<b>Abatement Percentage</b>	90.00%	70.00%	50.00%	30.00%	10.00%	
<b>Tax Abatement to Developer</b>	\$41,202.00	\$32,046.00	\$22,890.00	\$13,734.00	\$4,578.00	<u>\$114,450.00</u>
<b>Tax due to City</b>	\$4,578.00	\$13,734.00	\$22,890.00	\$32,046.00	\$41,202.00	<u>\$114,450.00</u>

**MEMORANDUM**

**DATE:** March 3<sup>rd</sup>, 2016

**TO:** Juan G Guerra, City Manager

**FROM:** Sergio Contreras, PEDC II Director

*OK*  
*ew*

**SUBJECT: Comprehensive Economic Stimulus Package for Spring Valley Fruits**

**ISSUE**

380 agreement for development of 1.22 +/- acres.

**FINANCIAL CONSIDERATION**

Please see attached 380 Agreement

**STAFF RECOMMENDATION**

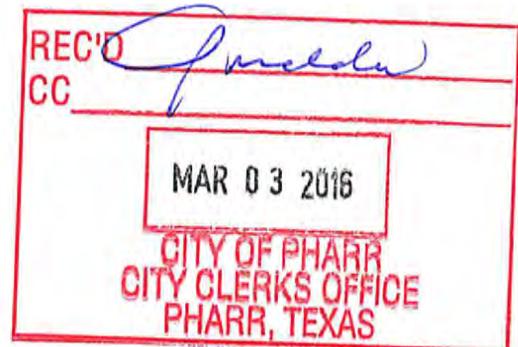
To place item on City Commission agenda for official consideration by Mayor and City Commissioners.

**ALTERNATIVES**

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



## **COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT**

This Economic Development Incentive Agreement (this "**Agreement**") is entered into as of this 15<sup>th</sup> day of February, 2016 (the "**Effective Date**") by and between the **CITY OF PHARR, TEXAS** (the "**City**"), and **Spring Valley Fruits ("SPRING VALLEY")**.

### **WITNESSETH:**

**WHEREAS**, SPRING VALLEY is a Texas Company that owns real property and improvements on Seguin Drive in Pharr, Texas in the amount of 1.22 acres (more fully described as 1.22 acres of Lot 1, SPRING VALLEY Subdivision, Pharr, Hidalgo County, Texas); and

**WHEREAS**, the Pharr Board of Commissioners recognizes the positive benefits which will accrue to the City through SPRING VALLEY'S efforts to cause development of land that is located in the City of Pharr, Hidalgo County, Texas; and

**WHEREAS**, City has adopted programs for promoting economic development; and

**WHEREAS**, the consideration and benefits to CITY resulting from SPRING VALLEY'S development of real property and improvements will benefit the CITY and the CITY believes that the development of the properties will contribute and promote state and local economic development by stimulating business and commercial activity within the municipality by increasing ad valorem taxes and increasing employment; and

**WHEREAS**, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state; and

**WHEREAS**, Texas Local Government Code §380.001 is the enabling legislation for Article III, Section 52(a) of the Texas Constitution and authorizes the governing body of a municipality to establish and provide for the administration of one or more programs, including programs for making loans and grants of

public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, the City has adopted programs for promoting economic development as contemplated by Texas Local Government Code §380.001; and

**WHEREAS**, the City is authorized by the Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that finalizing an economic development agreement with SPRING VALLEY in accordance with this Agreement will further the objectives of the City, will create employment opportunities in the City, will benefit the City by creating additional sales and ad valorem taxes, will benefit the City's inhabitants and will otherwise promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

## **Article 1.**

### **DEFINITIONS**

1.01 The recitals to this Agreement are incorporated herein.

1.02 The following definitions shall be used in furtherance of this agreement:

"Real Property" shall mean the 1.22 acres owned by SPRING VALLEY that is the subject of this agreement.

## **Article 2.**

### **TERMS AND CONDITIONS BETWEEN CITY AND SPRING VALLEY**

2.01 The parties herein have agreed to the following terms and conditions that shall provide benefits to CITY and SPRING VALLEY so as to create

additional sales and ad valorem taxes, benefit the City's inhabitants and otherwise promote local economic development and stimulate business, commercial and international activity in the city and state, and ultimately promote development and commerce.

The parties agree that:

(a) SPRING VALLEY shall develop the entire 1.22 acres for industrial use by investing a minimum of \$3,200,000 on this project commencing June 2016; and

(b) SPRING VALLEY shall employ and maintain employed a minimum of 28 employees; and

(c) SPRING VALLEY agrees to provide support to two (2) students each year for an internship with a recognized workforce program in SPRING VALLEY's industry during the term of this Agreement. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(d) SPRING VALLEY must participate in no less than two (2) job fair events during the term of this agreement; and

(e) SPRING VALLEY must support an international industry or company specific conference once a year during the term of this agreement; and

(f) SPRING VALLEY must support an industry roundtable forum once a year during the term of this agreement; and

(g) SPRING VALLEY will submit on an annual basis no later than January 31st of each calendar year, a report verifying employment and shipment history for the prior calendar year.

2.02 The mutual obligations and promises made herein are conditions precedent for the exchange of any and all consideration whether in kind or monetary. Upon SPRING VALLY'S satisfaction of obligations set forth herein under Sections 2.01 the City shall:

(a) Reimburse SPRING VALLEY the equivalent of the increase in Ad Valorem tax (City of Pharr Portion Only) over the Same Property's Ad Valorem tax in the base year as per schedule on Exhibit "A". The base year will be the year prior to the improvements being included on the Hidalgo County Appraisal District tax rolls; and

(b) Reimburse SPRING VALLEY 50% of the increased dollar value in south

bound crossings at the Pharr International Bridge attributable to Spring Valley from the prior calendar year; and

- (c) Reimburse SPRING VALLEY for all allowable Subdivision Fees associated with this development; and
- (d) Reimburse SPRING VALLEY for all allowable Permitting Fees associated with this development; and
- (e) Total reimbursement (Ad Valorem Taxes, toll fee reimbursements, and permit/subdivision fees) will not exceed \$71,712.35.

See Exhibit "A"

### **Article 3.**

#### **EVENTS OF DEFAULT; REMEDIES; TERM**

3.01 The following shall constitute an "Event of Default" under this Agreement:

(a) Upon the expiration of the notice and cure period set forth in Section 3.02 below, the City's failure to satisfy any obligation owing to SPRING VALLEY in accordance with this Agreement.

(b) Upon the expiration of the notice and cure period set forth in Section 3.02 below, SPRING VALLEY'S failure to pay any real or personal ad valorem taxes or other fees or charges owed by SPRING VALLEY to the City (the "Impositions"); provided, however, SPRING VALLEY retains the right to timely and properly protest and contest any such Impositions and so long as SPRING VALLEY is timely and properly protesting or contesting the same it shall not constitute an Event of Default.

(c) Upon the expiration of the notice and cure period set forth in Section 3.02 below, any delays due to an Event of Force Majeure shall not be considered a default event.

3.02 In the event of the occurrence of a default described under Section 3.01 above, the non-defaulting party may give written notice to the other party of such default, and the defaulting party shall have 30 days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within 30 days, then the defaulting party shall have such additional amount of time as is reasonably necessary to cure such default, said grant of additional time shall be in writing. Should said default remain uncured after such cure period it shall constitute an Event of Default and the non-defaulting party shall have the right to exercise the remedies set forth in Section 3.03 below.

3.03 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement by 30 days written notice to the defaulting party. In addition and without terminating this Agreement, either party shall further have the power to enforce specific performance to collect amounts owing by the other party under this Agreement. Upon the occurrence of an Event of Default by the City or SPRING VALLEY shall have the right to bring an action for damages. No action shall lie for damages against SPRING VALLEY except that the City shall be entitled to any action to recover any amounts owed by SPRING VALLEY under Section 2.01(a), 2.01(b) and 3.01(b) above. Furthermore, in no event shall either party be entitled to recover special, exemplary or punitive damages under this Agreement.

3.04 This Agreement shall terminate upon the occurrence of any one of the following:

(a) the execution by all parties of a written agreement terminating this Agreement;

(b) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 3.02 above) after an Event of Default.

3.05 The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party pursuant to Section 271.159 of the Texas Local Government Code.

3.06 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE CITY VOLUNTARILY WAIVES THEIR RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY SPRING VALLEY SEEKING ONLY THE REMEDIES FOR ENFORCEMENT OF THIS AGREEMENT. NEITHER CITY NOR PEDC 2 WAIVE IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

#### **Article 4.**

#### **NOTICE**

All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery or a nationally recognized overnight courier, in either case effective upon delivery, in all cases addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

If intended for the CITY:

City of Pharr,  
Texas 118 S  
Cage  
Pharr, Texas 78577  
Attention: Juan Guerra, City Manager

If intended for SPRING VALLEY:

Spring Valley Fruits  
Attention: Alberto Diaz, C.E.O.  
9204 S Seguin Drive  
Pharr, Texas 78577

**Article 5.**

**MISCELLANEOUS**

5.01 This Agreement was approved by the Board of Commissioners of the City of Pharr. A copy of materials referenced herein are attached hereto as Exhibits A.

5.02 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.

5.03 The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

5.04 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.

EXECUTED by the parties hereto to be effective as of the date first set forth above.

**CITY OF PHARR**

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

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

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

**GRUPO INTERENLACE**

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

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

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

# SPRING VALLEY FRUITS

	AMOUNT	PROPOSED DEVELOPMENT	POST DEVELOPMENT VALUE	JOBS CREATED
PROPERTY VALUE	\$ 228,105.00	\$ 3,200,000.00	\$ 3,428,105.00	
CITY TAX PER YEAR	\$ 1,007.00	\$ 20,928.00	\$ 22,419.81	28

## PROPOSED TAX REIMBURSEMENT

<u>Tax Year:</u>	2017	2018	2019	2020	2021	Totals
Proposed Improvements	\$ 3,200,000.00	\$ 3,200,000.00	\$ 3,200,000.00	\$ 3,200,000.00	\$ 3,200,000.00	
Tax Rate	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
<b>Total Tax Due to City</b>	<b>\$ 20,928.00</b>	<b>\$ 104,640.00</b>				
Abatement Percentage	90.00%	70.00%	50.00%	30.00%	10.00%	
<b>Tax Abatement to Customer</b>	<b>\$ 18,835.20</b>	<b>\$ 14,649.60</b>	<b>\$ 10,464.00</b>	<b>\$ 6,278.40</b>	<b>\$ 2,092.80</b>	<b>\$ 52,320.00</b>
<b>Tax due to City</b>	<b>\$ 2,092.80</b>	<b>\$ 6,278.40</b>	<b>\$ 10,464.00</b>	<b>\$ 14,649.60</b>	<b>\$ 18,835.20</b>	<b>\$ 52,320.00</b>

## MEMORANDUM

DATE: March 3<sup>rd</sup>, 2016

TO: Juan G Guerra, City Manager

FROM: Sergio Contreras, PEDC II Director

OK  
we

**SUBJECT: MOU with HCRMA City of Pharr and Valley Cities**

**ISSUE**

MOU for regionalized approach to strengthen collaboration for commercial and vehicular traffic.

**FINANCIAL CONSIDERATION**

MOU only, no financial obligation.

**STAFF RECOMMENDATION**

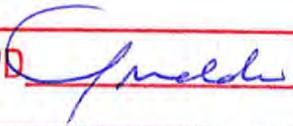
To place item on City Commission agenda for official consideration by Mayor and City Commissioners.

**ALTERNATIVES**

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D	
CC	
MAR 03 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
AND  
CITY OF PHARR, EDINBURG, MCALLEN, MISSION, SAN JUAN, ALAMO, DONNA,  
WESLACO, EDCOUCH, ELSA, LA VILLA, MERCEDES, PROGRESO, PALMHURST,  
PALMVIEW, PENITAS, GRANJENO, LA JOYA, & HIDALGO**

**WHEREAS**, Hidalgo County Regional Mobility Authority (hereinafter referred to as **HCRMA** provides the highest quality transportation and mobility based services, in the most efficient and cost-effective manner, to facilitate and execute the needs that are established for the current freight infrastructure project as determined by the Texas Department of Transportation or the United States Department of Transportation; and

**WHEREAS**, The cities of Pharr, Edinburg, McAllen, Mission, San Juan, Alamo, Donna, Weslaco, Edcouch, Elsa, La Villa, Mercedes, Progreso, Palmhurst, Palmview, Penitas, Granjeno, La Joya, & Hidalgo

(Hereinafter referred to as **ALL CITIES LISTED**) provide services to increase the business activity of South Texas through their local economic development entities and/or municipal efforts;

NOW, THEREFORE, BE IT RESOLVED BY, HCRMA and ALL CITIES LISTED hereby enter into this Memorandum of Understanding (hereinafter "MOU") to establish a partnership in areas of benefit to both entities.

**I.**

RESOLVED, THAT the purpose of this MOU between HCRMA and ALL CITIES is as follows:

- To promote the importance of regional infrastructure projects affecting all cities here in the Rio Grande Valley, and
- To create a public awareness of the viability of the region in terms of providing Texas and the United States the necessities needed in reference to raw commodities and fresh produce crossing our ports of entry on a daily basis. The public must be fully informed and aware of the current and future impact that trade and commerce has on the region, state, and national level.

**II.**

RESOLVED, THAT to achieve these goals, HCRMA and ALL CITIES ABOVE, insofar as the means of each allow, will:

- Organize planning meetings with the current entities and work together in providing effective regional support for the project and for any potential competitive grant applications that may be offered through the federal or state government.
- Advocate for the importance of the current regional freight project and prioritize it as a need for their community.
- 

**III.**

RESOLVED, THAT the two main entities involved being the city of Pharr and the HCRMA shall designate a coordinator to oversee and facilitate the implementation of this MOU and keep all additional city entities apprised of all developments occurring within this particular freight infrastructure project.

For HCRMA: Pilar Rodriguez Executive Director; PO BOX 1766, Pharr, Texas, 78577;  
Phone: (956) 402-4762; [prodriguez@hcrma.net](mailto:prodriguez@hcrma.net)

For City of Pharr: Juan Guerra, City Manager; 118 S. Cage Blvd, Pharr, TX 78577; Phone: (956) 402-4000; [juan.guerra@pharr-tx.gov](mailto:juan.guerra@pharr-tx.gov)

The coordinators, working with other appropriate administrators at the respective entities, shall have the following responsibilities:

- To act as principal contacts for individual and group discussions and to plan and coordinate all collaborative events and press conferences as they see fit project deadlines and actual timeline.
- To distribute to updated information on the project as it develops.

#### **IV.**

THIS MOU IS NOT A CONTRACT. THIS MOU SERVES ONLY AS A STATEMENT OF THE GENERAL INTENTION OF THE PARTIES AND IS NOT INTENDED TO BE LEGALLY BINDING NOR INTENDED TO BE CONSTRUED AS AN AGREEMENT ON ANY MATTERS MENTIONED. NO ORAL AGREEMENT OR CONDUCT OF THE PARTIES (INCLUDING PARTIAL PERFORMANCE) IN RESPECT OF MATTERS STATED IN THIS MOU SHALL BE DEEMED TO IMPOSE ANY OBLIGATION OR LIABILITY ON EITHER PARTY.

THIS MOU IS NOT INTENDED TO CONSTITUTE, CREATE, GIVE EFFECT TO, OR OTHERWISE FORM A JOINT VENTURE, OR OTHER BUSINESS ENTITY OF ANY KIND. NEITHER PARTY SHALL ACT AS AN AGENT FOR, OR PARTNER OF, THE OTHER PARTY. THERE ARE NEITHER ANY RIGHTS NOR OBLIGATIONS OF THE PARTIES ESTABLISHED UNDER THIS MOU.

#### **V.**

Although the intention of this MOU is to discuss and negotiate issues with respect to a partnership between the Parties for a specific purpose as stated in Part I above, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different partnerships with other companies or entities of their choice.

#### **VI.**

All publications resulting from the partnership between the two entities must give recognition to this MOU. Likewise, the MOU must also be mentioned in all workshops or discussions that result from collaboration under the terms hereof.

Should any collaboration result in any potential for intellectual property, the Parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the Parties.

The Parties agree to comply with all applicable federal, state, and municipal laws; ordinances, rules, and regulations; and all applicable requirements of any accreditation authority and to certify such compliance upon request.

#### **VII.**

This MOU will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this MOU will be effective unless in writing and signed by the Parties.

Further agreements concerning any program will provide details concerning the specific commitments made by each party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the Parties. The scope of the activities under this agreement will be determined by the funds regularly available at both entities for the types of collaboration undertaken and by financial assistance as may be obtained by either entity from external sources.

**VIII.**

The Parties intend to discuss with each other press releases in connection with this MOU prior to publication of any press release.

**IX.**

**The Parties understand that they are proceeding at their own risk. Nothing contained in this MOU is to be construed as providing for the sharing of costs arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other Parties efforts in connection with this MOU.**

**X.**

Upon approval by each entity, this Memorandum will remain in effect beginning on \_\_\_\_\_, 2016 and ending on \_\_\_\_\_, 2021, unless terminated earlier by either entity. Such termination by any entity will be effected by giving the other entity at least thirty (30) days' advance written notice of its intention to terminate. Termination will be without penalty. If this MOU is terminated, neither HCRMA nor THE CITIES LISTED will be liable to the other for any monetary or other losses, which may result.

Notwithstanding the above, the period of this MOU will, if necessary, be extended with consent in writing from the Parties.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF MARCH, 2016,

**EXECUTED** by HCRMA and THE CITIES LISTED in duplicate copies, each of which will be deemed an original.

**HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY**

**THE CITY OF PHARR**

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

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

Pilar Rodriguez  
HCRMA EXECUTIVE DIRECTOR

Ambrosio Hernandez  
MAYOR, CITY OF PHARR

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

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

**REVIEWED BY:**

\_\_\_\_\_  
**CITY ATTORNEY**

\_\_\_\_\_  
**DATE**



## MEMORANDUM

---

**DATE:** March 4, 2016  
**TO:** Mayor and Commissioners  
**THRU:** Juan G. Guerra, City Manager  
**FROM:** Hilda Pedraza, City Clerk *HP*

**Agenda Item – Binding MOU with development company**

---

This item will be discussed in closed session.



## MEMORANDUM

---

**DATE:** March 4, 2016  
**TO:** Mayor and Commissioners  
**THRU:** Juan G. Guerra, City Manager  
**FROM:** Hilda Pedraza, City Clerk *HP*

**Agenda Item – Mutual Separation Agreement and Release**

---

This item will be discussed in closed session.



interoffice  
MEMORANDUM

**To:** Mayor and City Commission  
**From:** Imelda Barrera, Assistant City Clerk  
**Subject:** **Border Ads Agreement**  
**Date:** March 5, 2016

A handwritten signature in blue ink, appearing to read "I.B.", is positioned to the right of the "From:" line.

---

Item to be discussed during closed session.

Thank you.