



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 5:00 P.M. ON
MONDAY, MAY 16, 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. PROCLAMATIONS:

- A) Proclamation proclaiming Put on Purple Day.
- B) Proclamation proclaiming National Public Work Week.
- C) Proclamation proclaiming National Hurricane Preparedness Week.
- D) Proclamation proclaiming National Police Memorial Week.

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 April 2016 Tax Collection Report
- D) Submission of May 2016 Sales Tax Report
- E) Presentation of 2nd Quarterly Financial Report for FY 2015-2016
- F) Presentation by Linebarger Goggan Blair & Sampson on Delinquent Tax Report for FY 2015-2016
- G) Presentation of Pharr Environmental Sustainability Scholarship
- H) City Events of Interest

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 May 2, 2016 – Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action, if any, authorizing City Manager to advertise for Used Tire and Rubber Scrap Disposal Services. (PUBLIC WORKS)
- C) Consideration and action, if any, on donation to Children's Miracle Network Hospitals Program. (ADMINISTRATION / PEDC II)
- D) Consideration and action, if any, ratifying request from Boys & Girls Club Annual Wine and Food Festival sponsorship. (ADMINISTRATION)
- E) **THIRD PUBLIC HEARING:** Solicitation of comments on the designation of Evergreen Cold Storage, LLC as a Texas Enterprise Zone Project. (PEDC)
- F) Consideration and action, if any, on Ordinance designating Evergreen Cold Storage, LLC as a Texas Enterprise Zone Project. (PEDC) **3rd Reading**
- G) Consideration and action on Development Services Cases:

PUBLIC HEARING:

- 1. Sergio R. Garcia, d/b/a Aragon Music Hall, 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 Lots 1, 2 & 4, Replat of Lot 1, Mexican Fiesta Subdivision Unit No. 1 and Lot 1, Mexican Fiesta Subdivision Unit No. 2 Pharr, Hidalgo County, Texas. The property's physical address is 1300 West Nolana. **CUP#100313**

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2. Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**
3. Oscar Barrera, d/b/a Texas Theater Ballroom, 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 Lots 10-12 and N11.5' of Lot 13, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 115 East Newcomb (Park) Avenue. **CUP#080419**

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No. O-96-35, Chapter 62 – Health and Sanitation to add smoking regulations. (DEV. SERVICES) **3rd Reading**
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-29 adopting the City of Pharr Purchasing Manual. (FINANCE)
- C) Consideration and action, if any, on Resolution appointing/re-appointing City Clerk and Assistant City Clerk. (ADMINISTRATION)
- D) Consideration and action, if any, on Resolution in reference to Texas Gas Service company's ("TGS") Cost of Service Adjustment ("COSA") Tariff. (ADMINISTRATION)
- E) Consideration and action, if any, on Resolution appointing one (1) member to the Golf Course Advisory Board. (PARKS & REC.)
- F) Consideration and action, if any, on Resolution adopting the Hidalgo County Hazard Mitigation Action Plan. (EMERGENCY MANAGEMENT)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on request from 2017 McAllen Memorial High School Steering Committee for their Kicker Dance event to be held on Saturday, May 13, 2017. (EVENTS CENTER)
- B) Consideration and action, if any, awarding bid for Sugar Road and El Dora Road Traffic Signal Project. (ENGINEERING)
- C) Consideration and action, if any, awarding bid for financial institution providing procurement card program. (FINANCE)
- D) Consideration and action, if any, on Pharr International Bridge submitting proposal for a partnership with Donna Alliance Bridge. (BRIDGE)

- E) Consultation with Board of Commissioners on review of Department Directors. (ADMINISTRATION)

7. PURCHASING:

- A) Consideration and action, if any, on Change Order No.1 in the additional amount of \$17,761.50 to Texas Cordia Construction, LLC. contract for Navarro Street Improvements Project. (ENGINEERING)
- B) Consideration and action, if any, on Change Order No. 1 in the additional amount of \$21,033.50 and thirty (30) day extension to contract with Garco Industries Inc. for Sugar & Egly Road Drainage Detention Pond Offsite Improvements Project. (ENGINEERING)
- C) Consideration and action, if any, on acceptance of the Sugar & Egly Road Drainage Detention Pond Offsite Improvements Project with Garco Industries Inc. and release of final payment and retainage in the amount of \$20,404.05. (ENGINEERING)

8. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on contract extension with CERES Environmental for the services of Catastrophic Event Debris Removal. (PUBLIC WORKS)
- B) Consideration and action, if any, authorizing City Manager to negotiate and execute contract with The Warren Group for additional services for South Pharr Development and Research Center. (ENGINEERING)
- C) Consideration and action, if any, authorizing city manager to negotiate and execute contract with S&B Engineers to evaluate South Dahlia Street. (ENGINEERING)
- D) Consideration and action, if any, amending Comprehensive Economic Stimulus Package for Evergreen Cold Storage LLC. (PEDC II)
- E) Consideration and action, if any, amending Comprehensive Economic Stimulus Package for Spring Valley Fruits. (PEDC II)
- F) Consideration and action, if any, amending Comprehensive Economic Stimulus Package for Grupo Interenlace. (PEDC II)

- 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 4 - 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 concerning legal action against Vecchio Motel for past due hotel/motel tax; legal action COPSync, Inc. loan; and legal**

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

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

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

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

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

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

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

11. ADJOURNMENT.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 13th day of May, 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).

AGENDA REGULAR MEETING
MAY 16, 2016



WITNESS MY HAND AND SEAL, this 13th DAY OF MAY 2016.

Hilda Pedraza
HILDA PEDRAZA, TRMC
for 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: _____

WHEREAS, an estimated 1.5 million Americans suffer from Lupus, the chronic inflammatory, autoimmune disease that can affect various parts of the body, especially the skin, joints, blood and kidneys; and

WHEREAS, Lupus can be difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences; and

WHEREAS, the Lupus Foundation of America, Lone Star Chapter is part of a national force devoted to solving the cruel mystery of lupus while providing caring support to those who suffer from its brutal impact; and

WHEREAS, the Chapter rallied the City of Pharr community to wear the color purple and to further unify the support for those living with the disease; and

WHEREAS, awareness is vital in raising funds for research for those affected by lupus; and it is our responsibility as a community to advocate on their behalf and to further encourage educational programs so everyone affected by lupus can have an improved quality of life.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim May 20, 2016 as:

“Put On Purple Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16TH day of May, 2016.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, National Public Works Week 2016 theme is “**Public Works Always There**”;
and

WHEREAS, Public Works services provided in our community are a vital and integral part of our citizens’ everyday lives and play a critical role as first responders in emergency events; and strive to provide public service on its highest standard of maintenance and constructive change in the public’s interest; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works and its respective divisions such as; Transportation, Drainage, Traffic Operations, Right of Ways, Animal Control Services, Environmental Services (Stormwater Management and Recycling), and Fleet Management; and

WHEREAS, the health, safety and comfort of this community greatly depends on Public Works staff and their services; and

WHEREAS, the quality and effectiveness of Public Works, as well as its planning, design, and operations, are vitally dependent upon the efforts and skill of Public Works leaders and their staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Public Works is materially influenced by the people’s attitude and understanding of the importance of the work they perform on a day to day basis.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 15 - 21, 2016 as:

“National Public Works Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16TH day of May, 2016.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, hurricanes cause devastating and sometimes deadly damage, with violent winds and heavy rains destroying buildings, inundating both coastal and inland areas, and displacing residents from their communities. Each year, we call attention to the risks hurricanes and tropical storms pose, as well as the steps we can take to protect ourselves, our loved ones, and our communities. During National Hurricane Preparedness Week, we recommit to strengthening the capacity of our local responders while continuing to creating a resilient community that is prepared when disaster strikes; and

WHEREAS, Pharr Emergency Management continues to partner with local, county and state leaders, in supporting new technology that helps families develop emergency plans, determine evacuation routes, and receive disaster alerts; once a storm has passed, these tools can also help connect residents to resources -- from clean water and shelter to information about power outages and gas station closings. We continue to fund efforts in areas mitigating flooding and weather related impacts to our residents; and

WHEREAS, hurricane-associated storm intensity and rainfall rates are projected to increase during this century, in part due to increasing sea surface temperatures. These changes, combined with rising sea levels, could lead to additional damage and higher; and

WHEREAS, preparing for and responding to hurricanes is a team effort -- everyone has a role to play in keeping our communities safe. Now is the time for each of us to take simple steps to prepare our families for severe weather. We encourage all residents of Pharr to build an emergency supply kit, learn evacuation routes, make a family communication strategy, and practice this plan; and

WHEREAS, as we enter hurricane season, remember that disaster preparedness is a shared responsibility. Together, let us rededicate ourselves to ensuring the safety of our loved ones and neighbors by building communities ready to weather storms and all natural disasters.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 15 - 21, 2016 as:

“National Hurricane Preparedness Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16TH day of May, 2016.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Pharr Police Department; and

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including (1) member of the Pharr Police Department; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15th – 21st; and

WHEREAS, on May 17th the City of Pharr Police Department will observe Peace Officers Memorial Day, in honor of all fallen officers and their families.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 15 - 21, 2016 as:

“National Police Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16TH day of May, 2016.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

**City Engineer's Report
May 16, 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.

Sugar & El Dora Traffic Signal Improvements

Bids were opened on April 28, 2016. Item is on the agenda to award construction contract.

Wastewater Treatment Plant – Secondary Clarifier No. 2 Replacement

Project is currently under design.

Lift Station No. 25 (Nolana Loop & Raiders Drive) – Lift Station Replacement

Bids were open bids on April 29, 2016.

Kelly & Veterans Traffic Signal Improvements

The project is currently under design.

Construction Projects:

Hi-Line Road

Public Works forces has begun to reconstruct road on December 1, 2015. There is a delay in the construction of the road due to adjacent fields draining into the road construction. See attached photos. Estimated completion date is May 2016.

Egly & Sugar Drainage Detention Pond

Contractor is 100% complete and a final walk thru was performed this week.

Contract Amount: \$387,047.55

Change Order #1 \$ 21,033.50

Revised Contract Amount: \$408,181.05

Percent Completed: 100%

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: \$ 919,915.38

Percent Completed: 67%

Navarro Street Roadway & Drainage Improvements

Contractor has begun construction on the project.

Contract Amount: \$ 817,648.70

Current Expenditures: \$ 367,353.00

Percent Completed: 45%

Jones Box Bridge Crossing

Contractor placed the bridge and the project is ahead of schedule. Completion should be April 30, 2016.

Contract Amount: \$ 296,571.00

Current Expenditures: \$ 224,839.15

Percent Completed: 99%

Ridge Road and Cage Blvd Sidewalk Improvements

Contractor has begun construction on the project. Project is 80% complete.

Contract Amount: \$ 234,153.00

Current Expenditures: \$ 154,118.75

Percent Completed: 65%



Hi-Line Road Improvements



Hi-Line Road Improvements



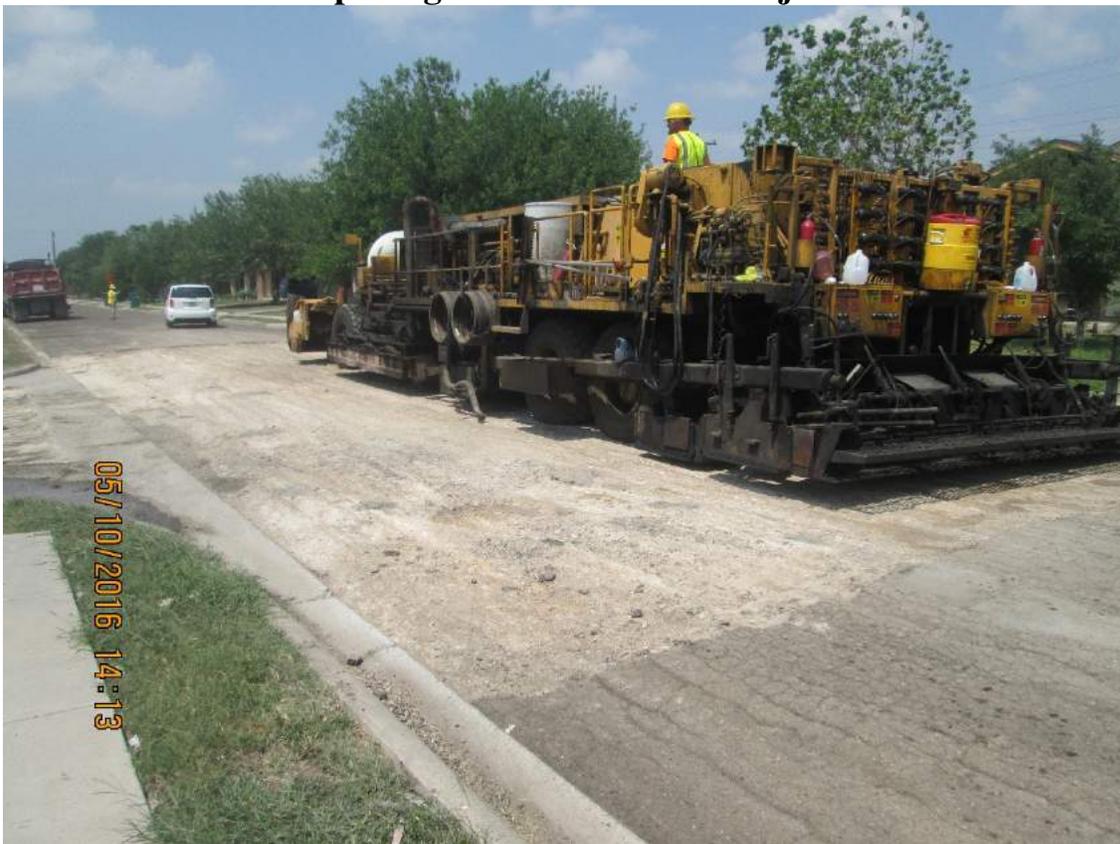
Hi-Line Road Improvements



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



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Improvements



Jones Box Pedestrian Bridge



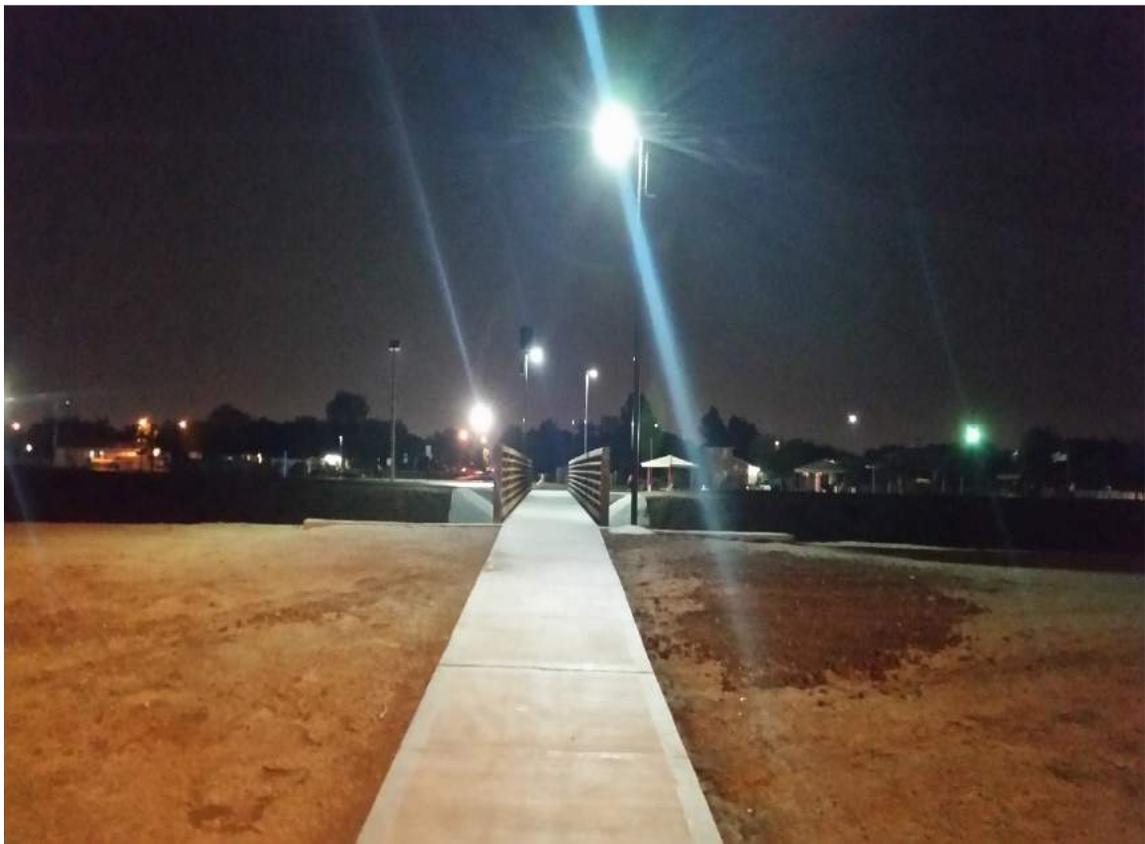
Jones Box Pedestrian Bridge



Jones Box Pedestrian Bridge – Riprap Slope



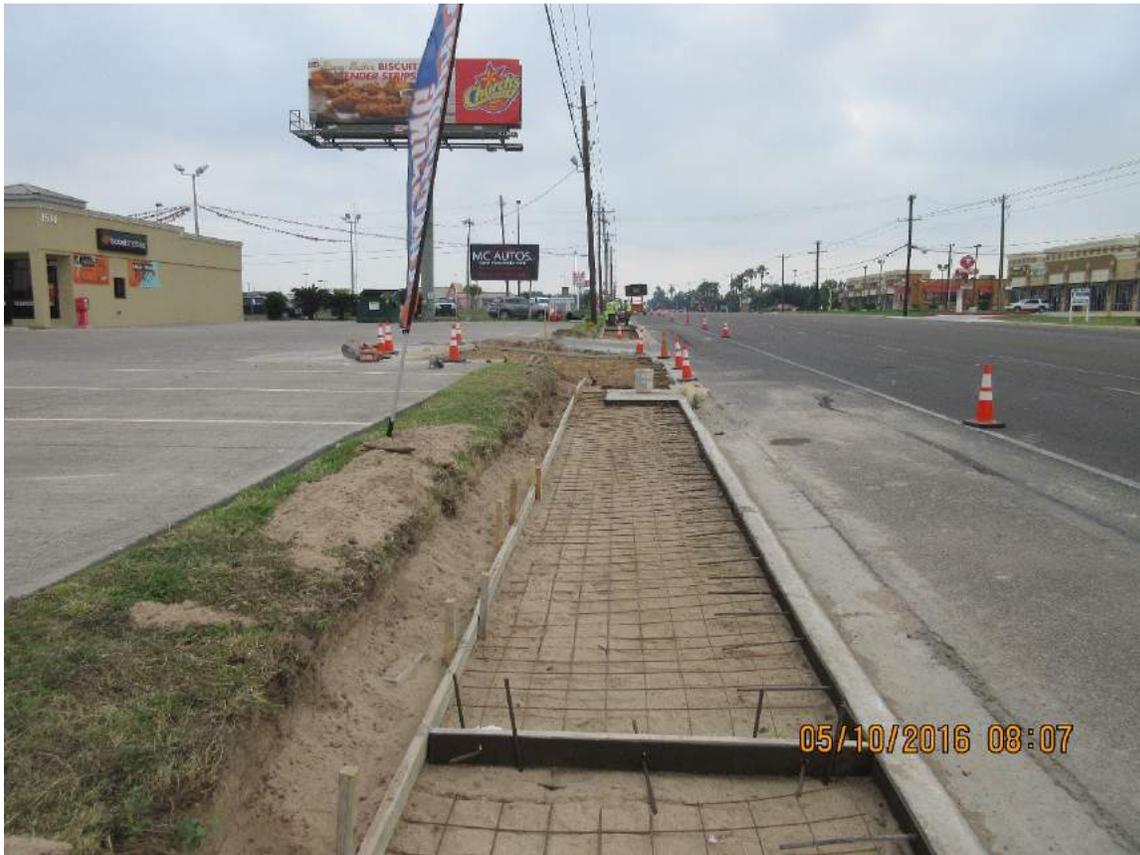
Jones Box Pedestrian Bridge – Riprap Slope



Jones Box Pedestrian Bridge



Ridge Road and Cage Blvd Sidewalk Improvements



Ridge Road and Cage Blvd Sidewalk Improvements



Ridge Road and Cage Blvd Sidewalk Improvements

PHARR MUNICIPAL COURT
MONTHLY REPORT
FISCAL YEAR, OCTOBER 2015 THROUGH SEPTEMBER 2016
MONTH OF: APRIL 2016
TOTAL REVENUE

	CURRENT MONTH	PRIOR YEAR	CURRENT YEAR	YEAR TO DATE PRIOR YEAR
FINES & ADM.				
ARREST(CITY)	\$121,612.66	\$108,374.40	\$ 697,548.47	\$ 700,284.86
STATE TAX	\$69,299.73	\$69,615.11	\$ 392,499.15	\$ 425,615.49
TECHNOLOGY	\$4,104.25	\$3,931.80	\$ 23,452.40	\$ 24,850.13
SECURITY	\$3,072.24	\$2,948.88	\$ 17,577.73	\$ 18,629.27
SEATBELT	\$183.00	\$309.50	\$ 1,947.56	\$ 1,446.32
JUVENILE CASE MANAGER	\$5,465.90	\$5,321.13	\$ 31,667.04	\$ 31,473.40
SCOFFLAW	\$1,080.00	\$80.00	\$ 3,220.00	\$ 920.00
COLL. AGY	\$88.80	\$87.93	\$ 434.80	\$ 2,467.78
TOTAL	\$204,906.58	\$190,668.75	\$ 1,168,347.15	\$ 1,205,678.25

TRAFFIC:	MONTHLY	YEAR TO DATE
1. New Cases filed this month	1,732	9,318
2. Disposition prior to trial:		
Fined	1240	7740
Cases Dismissed	114	641
3. Disposition at Trial		
Trial by Judge-Guilty:	8	33
Dismissed at Trial:	2	42
4. Cases Dismissed :		
a. After Drivers Safety Course	9	33
b. After Deffered Disposition	121	1057
c. After Proof of Fin. Respons.	45	216
d. & Compliance Dismissal	97	637
Total Cases Heard	3368	19,672

NON-TRAFFIC CASE DISPOSITION(S):

Cases cited this month	345	2001
Number of guilty pleas (T/S)	417	2456
Dismissed - Dismissed at Trial	0	5
Deferred Disposition	3	27
Released to Border Patrol	16	67
Transferred to MHMR/Detox Unit	0	0
Other(Animal Control/City Ord.)	18	219
Fined	32	211
Dismissed	27	165
Total Cases Heard:	858	5151

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
 CITY OF PHARR TAXES COLLECTED FOR:
 APRIL 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	15,389,720.23	-	19,062.36	1,310,939.43	92.15%	91.53%
2014 & PRIOR YRS ROLLBACK	2,442,437.72	421,370.63	-	(31,910.95)	1,989,156.14	17.48%	18.59%
	-	50,670.41	-	50,677.39	6.98	99.99%	0.00%
TOTALS	19,124,035.02	15,861,761.27	-	37,828.80	3,300,102.55		

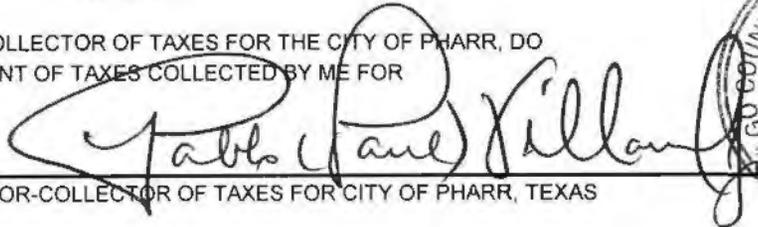
BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2016

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	224,103.70	(11,404.38) CURRENT
CURRENT YEAR-P&I	22,357.27	
PRIOR YEARS-BASE TAX	55,648.33	(1,927.70) PRIOR
PRIOR YEARS-P&I	20,747.73	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	11,901.15	
TOTAL COLLECTIONS	334,758.18	(13,332.08)
LESS TRANSFERRED	204,580.53	
LESS IN TRANSIT	131,040.58	
LESS DUE TO HCAD COMM. FEE	59.61	
LESS DUE TO CO TREASURER	5,513.00	
BALANCE	(6,435.54)	

*****AFFIDAVIT*****

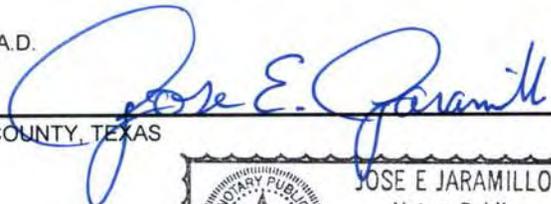
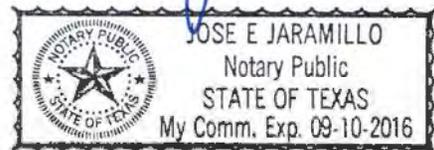
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2016 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS




SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF MAY 2016 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
AS OF APRIL 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.
1-Apr	13,790.88	1,232.65			1,570.63	445.06			295.14		17,334.36	18,256.90	(922.54)	7-Apr
4-Apr	10,514.70	799.70			1,951.35	889.70			330.05		14,485.50	14,485.50	0.00	8-Apr
5-Apr	11,120.32	1,111.17			2,178.71	813.91			737.29		15,961.40	15,961.40	0.00	9-Apr
6-Apr	9,834.43	907.11			1,775.17	600.50			390.26		13,507.47	13,507.47	0.00	
7-Apr	7,060.71	704.70			729.74	312.58			142.50		8,950.23	8,950.23	0.00	13-Apr
8-Apr	5,315.00	561.93			1,473.92	737.07			360.85		8,448.77	8,448.77	0.00	14-Apr
9-Apr	(1,702.64)	(26.23)			(1,108.81)	0.00			0.00		(2,837.68)		(2,837.68)	SUPP
11-Apr	8,058.22	723.86			2,824.16	1,120.96			298.08		13,025.28	10,187.60	2,837.68	15-Apr
12-Apr	10,049.17	828.75			1,331.37	462.67			267.84		12,939.80	12,939.80	0.00	18-Apr
13-Apr	5,643.26	572.53			1,271.80	540.69			254.13		8,282.41	8,282.41	0.00	19-Apr
14-Apr	16,954.22	1,803.18			439.69	180.75			305.74		19,683.58	19,683.58	0.00	20-Apr
15-Apr	4,786.72	480.16			1,311.24	546.87			232.59		7,357.58	7,357.58	0.00	21-Apr
18-Apr	8,380.65	846.44			1,956.39	641.72			469.26		12,294.46	12,294.46	0.00	22-Apr
19-Apr	6,070.66	586.52			2,502.07	824.33			555.19		10,538.77	10,538.77	0.00	25-Apr
20-Apr	2,972.06	322.65			1,592.53	560.42			321.71		5,769.37	5,769.37	0.00	26-Apr
21-Apr	4,971.81	486.52			2,670.57	1,082.44			556.40		9,767.74	9,767.74	0.00	27-Apr
22-Apr	5,772.75	617.97			1,912.64	720.03			434.31		9,457.70	9,457.70	0.00	28-Apr
25-Apr	14,223.82	1,288.50			2,247.59	611.14			320.20		18,691.25	18,691.25	0.00	29-Apr
26-Apr	6,215.19	636.65			2,061.17	830.97			425.57		10,169.55	10,169.55	(0.00)	2-May
27-Apr	9,069.00	903.39			4,487.60	1,590.77			845.40		16,896.16	16,896.16	0.00	3-May
28-Apr	23,835.62	2,543.02			4,433.08	1,576.92			702.30		33,090.94	33,090.94	0.00	4-May
29-Apr	41,167.15	4,426.10			16,035.72	5,658.23			3,656.34		70,943.54	70,883.93	59.61	10-May
											0.00		0.00	

TTL 224,103.70 22,357.27 0.00 0.00 55,648.33 20,747.73 0.00 0.00 11,901.15 0.00 334,758.18 335,621.11 (862.93)

OVERALL TOTAL	334,758.18
LESS REFUNDS	0.00
LESS HCAD COMM FEES	59.61
LESS COMM/COST	<u>5,513.00</u>
BALANCE	329,185.57
LESS TRANSFERRED	204,580.53
LESS TRANSF IN TRANSIT	<u>131,040.58</u>
BALANCE PENDING	(6,435.54)

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

<u>AD VALOREM - CITY OF PHARR</u>	<u>2015-2016</u>	<u>2014-2015</u>	<u>DIFFERENCE</u>
<u>2015 CURRENT</u>			
ORIGINAL LEVY	16,681,597.30	16,044,972.57	636,624.73
MODIFICATIONS	19,062.36	154,639.06	(135,576.70)
CURRENT LEVY	16,700,659.66	16,199,611.63	501,048.03
CURRENT COLLECTIONS THIS MONTH	224,103.70	192,793.56	31,310.14
CURRENT COLLECTIONS TO DATE	15,389,720.23	14,827,159.05	562,561.18
OUTSTANDING TO DATE	1,310,939.43	1,372,452.58	(61,513.15)
PERCENT COLLECTED/ORIGINAL	92.26%	92.41%	-0.15%
PERCENT COLLECTED/MODIFIED	92.15%	91.53%	0.62%
TOTAL COLLECTIONS FISCAL YEAR	15,389,720.23	14,827,159.05	
<u>DELINQUENT</u>			
ORIGINAL LEVY	2,442,437.72	2,413,349.92	29,087.80
MODIFICATIONS	(31,910.95)	(28,156.74)	(3,754.21)
DELINQUENT LEVY	2,410,526.77	2,385,193.18	25,333.59
DELINQUENT COLLECTIONS THIS MONTH	55,648.33	52,256.98	3,391.35
DELINQUENT COLLECTIONS TO DATE	421,370.63	443,448.57	(22,077.94)
OUTSTANDING TO DATE	1,989,156.14	1,941,744.61	47,411.53
PERCENT COLLECTED/ORIGINAL	17.25%	18.37%	-1.12%
PERCENT COLLECTED/MODIFIED	17.48%	18.59%	-1.11%
TOTAL COLLECTIONS FISCAL YEAR	421,370.63	443,448.57	
<u>ROLLBACK</u>			
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	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	50,670.41	0.00	50,670.41
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!
TOTAL COLLECTIONS FISCAL YEAR	50,670.41	0.00	

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	199,465.97	.00	19,899.35	937.28-	218,428.04	1,466.98	.00	.00	220,832.30
	I & S	.071900	24,637.73	.00	2,457.92	115.77-	26,979.88	.00	.00	.00	27,095.65
	TOTAL	.654000	224,103.70	.00	22,357.27	1,053.05-	245,407.92	1,466.98	.00	.00	247,927.95
2014	M & O	.608100	30,640.82	.00	8,038.96	101.66-	38,578.12	6,139.99	.00	.00	44,819.77
	I & S	.071900	3,622.87	.00	950.52	12.03-	4,561.36	.00	.00	.00	4,573.39
	TOTAL	.680000	34,263.69	.00	8,989.48	113.69-	43,139.48	6,139.99	.00	.00	49,393.16
2013	M & O	.605000	9,545.02	.00	3,590.36	.00	13,135.38	1,909.32	.00	.00	15,044.70
	I & S	.075000	1,183.28	.00	445.06	.00	1,628.34	.00	.00	.00	1,628.34
	TOTAL	.680000	10,728.30	.00	4,035.42	.00	14,763.72	1,909.32	.00	.00	16,673.04
2012	M & O	.602600	3,959.45	.00	1,906.03	.00	5,865.48	909.35	.00	.00	6,774.83
	I & S	.077400	508.62	.00	244.85	.00	753.47	.00	.00	.00	753.47
	TOTAL	.680000	4,468.07	.00	2,150.88	.00	6,618.95	909.35	.00	.00	7,528.30
2011	M & O	.602100	2,298.53	.00	1,333.37	.00	3,631.90	580.65	.00	.00	4,212.55
	I & S	.077900	297.40	.00	172.51	.00	469.91	.00	.00	.00	469.91
	TOTAL	.680000	2,595.93	.00	1,505.88	.00	4,101.81	580.65	.00	.00	4,682.46
2010	M & O	.601800	835.43	.00	609.85	.00	1,445.28	238.29	.00	.00	1,683.57
	I & S	.078200	108.58	.00	79.21	.00	187.79	.00	.00	.00	187.79
	TOTAL	.680000	944.01	.00	689.06	.00	1,633.07	238.29	.00	.00	1,871.36
2009	M & O	.601800	304.75	.00	238.53	.00	543.28	79.71	.00	.00	622.99
	I & S	.078200	39.60	.00	30.99	.00	70.59	.00	.00	.00	70.59
	TOTAL	.680000	344.35	.00	269.52	.00	613.87	79.71	.00	.00	693.58
2008	M & O	.602940	425.63	.00	416.69	.00	842.32	135.94	.00	.00	978.26
	I & S	.078910	55.71	.00	54.53	.00	110.24	.00	.00	.00	110.24
	TOTAL	.681850	481.34	.00	471.22	.00	952.56	135.94	.00	.00	1,088.50
2007	M & O	.596130	413.59	.00	437.22	.00	850.81	132.92	.00	.00	983.73
	I & S	.086990	60.34	.00	63.80	.00	124.14	.00	.00	.00	124.14
	TOTAL	.683120	473.93	.00	501.02	.00	974.95	132.92	.00	.00	1,107.87
2006	M & O	.593130	91.14	.00	112.10	.00	203.24	35.12	.00	.00	238.36
	I & S	.089990	13.83	.00	17.02	.00	30.85	.00	.00	.00	30.85
	TOTAL	.683120	104.97	.00	129.12	.00	234.09	35.12	.00	.00	269.21
2005	M & O	.593130	83.11	.00	100.52	.00	183.63	27.89	.00	.00	211.52
	I & S	.089990	12.62	.00	15.26	.00	27.88	.00	.00	.00	27.88
	TOTAL	.683120	95.73	.00	115.78	.00	211.51	27.89	.00	.00	239.40
2004	M & O	.601650	342.31	.00	445.09	.00	787.40	114.31	.00	.00	901.71
	I & S	.081470	46.34	.00	60.27	.00	106.61	.00	.00	.00	106.61
	TOTAL	.683120	388.65	.00	505.36	.00	894.01	114.31	.00	.00	1,008.32

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	90.65	.00	126.04	.00	216.69	26.42	.00	.00	243.11
	I & S	.086900	13.22	.00	18.37	.00	31.59	.00	.00	.00	31.59
	TOTAL	.683120	103.87	.00	144.41	.00	248.28	26.42	.00	.00	274.70
2002	M & O	.590210	19.83	.00	33.37	.00	53.20	9.14	.00	.00	62.34
	I & S	.099790	3.36	.00	5.64	.00	9.00	.00	.00	.00	9.00
	TOTAL	.690000	23.19	.00	39.01	.00	62.20	9.14	.00	.00	71.34
2001	M & O	.564720	14.36	.00	26.27	.00	40.63	7.15	.00	.00	47.78
	I & S	.097590	2.48	.00	4.54	.00	7.02	.00	.00	.00	7.02
	TOTAL	.662310	16.84	.00	30.81	.00	47.65	7.15	.00	.00	54.80
2000	M & O	.533960	15.27	.00	25.63	.00	40.90	5.89	.00	.00	46.79
	I & S	.108350	3.10	.00	5.20	.00	8.30	.00	.00	.00	8.30
	TOTAL	.642310	18.37	.00	30.83	.00	49.20	5.89	.00	.00	55.09
1999	M & O	.529360	144.75	.00	239.81	.00	384.56	.00	.00	.00	384.56
	I & S	.112950	30.89	.00	51.17	.00	82.06	.00	.00	.00	82.06
	TOTAL	.642310	175.64	.00	290.98	.00	466.62	.00	.00	.00	466.62
1998	M & O	.505610	253.07	.00	465.95	.00	719.02	35.85	.00	.00	754.87
	I & S	.124390	62.26	.00	114.63	.00	176.89	.00	.00	.00	176.89
	TOTAL	.630000	315.33	.00	580.58	.00	895.91	35.85	.00	.00	931.76
1997	M & O	.524810	4.20	.00	9.70	.00	13.90	.00	.00	.00	13.90
	I & S	.075190	.60	.00	1.39	.00	1.99	.00	.00	.00	1.99
	TOTAL	.600000	4.80	.00	11.09	.00	15.89	.00	.00	.00	15.89
1996	M & O	.516090	7.65	.00	13.89	.00	21.54	2.12	.00	.00	23.66
	I & S	.083910	1.24	.00	2.26	.00	3.50	.00	.00	.00	3.50
	TOTAL	.600000	8.89	.00	16.15	.00	25.04	2.12	.00	.00	27.16
1995	M & O	.510030	45.18	.00	107.24	.00	152.42	24.09	.00	.00	176.51
	I & S	.089970	7.97	.00	18.92	.00	26.89	.00	.00	.00	26.89
	TOTAL	.600000	53.15	.00	126.16	.00	179.31	24.09	.00	.00	203.40
1991	M & O	.464340	32.57	.00	95.33	.00	127.90	20.02	.00	.00	147.92
	I & S	.095660	6.71	.00	19.64	.00	26.35	.00	.00	.00	26.35
	TOTAL	.560000	39.28	.00	114.97	.00	154.25	20.02	.00	.00	174.27
ALL	M & O		249,033.28	.00	38,271.30	1,038.94-	286,265.64	11,901.15	.00	.00	299,205.73
ALL	I & S		30,718.75	.00	4,833.70	127.80-	35,424.65	.00	.00	.00	35,552.45
ALL	TOTAL		279,752.03	.00	43,105.00	1,166.74-	321,690.29	11,901.15	.00	.00	334,758.18

05/03/2016 21:05:03 2151340
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 04/01/2016 THRU 04/30/2016
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		49,567.31	.00	18,371.95	101.66-	67,837.60	10,434.17	.00	.00	78,373.43
DLQ	I & S		6,081.02	.00	2,375.78	12.03-	8,444.77	.00	.00	.00	8,456.80
DLQ	TOTAL		55,648.33	.00	20,747.73	113.69-	76,282.37	10,434.17	.00	.00	86,830.23
CURR	M & O		199,465.97	.00	19,899.35	937.28-	218,428.04	1,466.98	.00	.00	220,832.30
CURR	I & S		24,637.73	.00	2,457.92	115.77-	26,979.88	.00	.00	.00	27,095.65
CURR	TOTAL		224,103.70	.00	22,357.27	1,053.05-	245,407.92	1,466.98	.00	.00	247,927.95

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	199,465.97	.00	19,899.35	937.28-	218,428.04	1,466.98	.00	.00	220,832.30
	I & S	.071900	24,637.73	.00	2,457.92	115.77-	26,979.88	.00	.00	.00	27,095.65
	TOTAL	.654000	224,103.70	.00	22,357.27	1,053.05-	245,407.92	1,466.98	.00	.00	247,927.95
2014	M & O	.608100	30,640.82	.00	8,038.96	101.66-	38,578.12	6,139.99	.00	.00	44,819.77
	I & S	.071900	3,622.87	.00	950.52	12.03-	4,561.36	.00	.00	.00	4,573.39
	TOTAL	.680000	34,263.69	.00	8,989.48	113.69-	43,139.48	6,139.99	.00	.00	49,393.16
2013	M & O	.605000	9,545.02	.00	3,590.36	.00	13,135.38	1,909.32	.00	.00	15,044.70
	I & S	.075000	1,183.28	.00	445.06	.00	1,628.34	.00	.00	.00	1,628.34
	TOTAL	.680000	10,728.30	.00	4,035.42	.00	14,763.72	1,909.32	.00	.00	16,673.04
2012	M & O	.602600	3,959.45	.00	1,906.03	.00	5,865.48	909.35	.00	.00	6,774.83
	I & S	.077400	508.62	.00	244.85	.00	753.47	.00	.00	.00	753.47
	TOTAL	.680000	4,468.07	.00	2,150.88	.00	6,618.95	909.35	.00	.00	7,528.30
2011	M & O	.602100	2,298.53	.00	1,333.37	.00	3,631.90	580.65	.00	.00	4,212.55
	I & S	.077900	297.40	.00	172.51	.00	469.91	.00	.00	.00	469.91
	TOTAL	.680000	2,595.93	.00	1,505.88	.00	4,101.81	580.65	.00	.00	4,682.46
2010	M & O	.601800	835.43	.00	609.85	.00	1,445.28	238.29	.00	.00	1,683.57
	I & S	.078200	108.58	.00	79.21	.00	187.79	.00	.00	.00	187.79
	TOTAL	.680000	944.01	.00	689.06	.00	1,633.07	238.29	.00	.00	1,871.36
2009	M & O	.601800	304.75	.00	238.53	.00	543.28	79.71	.00	.00	622.99
	I & S	.078200	39.60	.00	30.99	.00	70.59	.00	.00	.00	70.59
	TOTAL	.680000	344.35	.00	269.52	.00	613.87	79.71	.00	.00	693.58
2008	M & O	.602940	425.63	.00	416.69	.00	842.32	135.94	.00	.00	978.26
	I & S	.078910	55.71	.00	54.53	.00	110.24	.00	.00	.00	110.24
	TOTAL	.681850	481.34	.00	471.22	.00	952.56	135.94	.00	.00	1,088.50
2007	M & O	.596130	413.59	.00	437.22	.00	850.81	132.92	.00	.00	983.73
	I & S	.086990	60.34	.00	63.80	.00	124.14	.00	.00	.00	124.14
	TOTAL	.683120	473.93	.00	501.02	.00	974.95	132.92	.00	.00	1,107.87
2006	M & O	.593130	91.14	.00	112.10	.00	203.24	35.12	.00	.00	238.36
	I & S	.089990	13.83	.00	17.02	.00	30.85	.00	.00	.00	30.85
	TOTAL	.683120	104.97	.00	129.12	.00	234.09	35.12	.00	.00	269.21
2005	M & O	.593130	83.11	.00	100.52	.00	183.63	27.89	.00	.00	211.52
	I & S	.089990	12.62	.00	15.26	.00	27.88	.00	.00	.00	27.88
	TOTAL	.683120	95.73	.00	115.78	.00	211.51	27.89	.00	.00	239.40
2004	M & O	.601650	342.31	.00	445.09	.00	787.40	114.31	.00	.00	901.71
	I & S	.081470	46.34	.00	60.27	.00	106.61	.00	.00	.00	106.61
	TOTAL	.683120	388.65	.00	505.36	.00	894.01	114.31	.00	.00	1,008.32

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	90.65	.00	126.04	.00	216.69	26.42	.00	.00	243.11
	I & S	.086900	13.22	.00	18.37	.00	31.59	.00	.00	.00	31.59
	TOTAL	.683120	103.87	.00	144.41	.00	248.28	26.42	.00	.00	274.70
2002	M & O	.590210	19.83	.00	33.37	.00	53.20	9.14	.00	.00	62.34
	I & S	.099790	3.36	.00	5.64	.00	9.00	.00	.00	.00	9.00
	TOTAL	.690000	23.19	.00	39.01	.00	62.20	9.14	.00	.00	71.34
2001	M & O	.564720	14.36	.00	26.27	.00	40.63	7.15	.00	.00	47.78
	I & S	.097590	2.48	.00	4.54	.00	7.02	.00	.00	.00	7.02
	TOTAL	.662310	16.84	.00	30.81	.00	47.65	7.15	.00	.00	54.80
2000	M & O	.533960	15.27	.00	25.63	.00	40.90	5.89	.00	.00	46.79
	I & S	.108350	3.10	.00	5.20	.00	8.30	.00	.00	.00	8.30
	TOTAL	.642310	18.37	.00	30.83	.00	49.20	5.89	.00	.00	55.09
1999	M & O	.529360	144.75	.00	239.81	.00	384.56	.00	.00	.00	384.56
	I & S	.112950	30.89	.00	51.17	.00	82.06	.00	.00	.00	82.06
	TOTAL	.642310	175.64	.00	290.98	.00	466.62	.00	.00	.00	466.62
1998	M & O	.505610	253.07	.00	465.95	.00	719.02	35.85	.00	.00	754.87
	I & S	.124390	62.26	.00	114.63	.00	176.89	.00	.00	.00	176.89
	TOTAL	.630000	315.33	.00	580.58	.00	895.91	35.85	.00	.00	931.76
1997	M & O	.524810	4.20	.00	9.70	.00	13.90	.00	.00	.00	13.90
	I & S	.075190	.60	.00	1.39	.00	1.99	.00	.00	.00	1.99
	TOTAL	.600000	4.80	.00	11.09	.00	15.89	.00	.00	.00	15.89
1996	M & O	.516090	7.65	.00	13.89	.00	21.54	2.12	.00	.00	23.66
	I & S	.083910	1.24	.00	2.26	.00	3.50	.00	.00	.00	3.50
	TOTAL	.600000	8.89	.00	16.15	.00	25.04	2.12	.00	.00	27.16
1995	M & O	.510030	45.18	.00	107.24	.00	152.42	24.09	.00	.00	176.51
	I & S	.089970	7.97	.00	18.92	.00	26.89	.00	.00	.00	26.89
	TOTAL	.600000	53.15	.00	126.16	.00	179.31	24.09	.00	.00	203.40
1991	M & O	.464340	32.57	.00	95.33	.00	127.90	20.02	.00	.00	147.92
	I & S	.095660	6.71	.00	19.64	.00	26.35	.00	.00	.00	26.35
	TOTAL	.560000	39.28	.00	114.97	.00	154.25	20.02	.00	.00	174.27
ALL	M & O		249,033.28	.00	38,271.30	1,038.94-	286,265.64	11,901.15	.00	.00	299,205.73
ALL	I & S		30,718.75	.00	4,833.70	127.80-	35,424.65	.00	.00	.00	35,552.45
ALL	TOTAL		279,752.03	.00	43,105.00	1,166.74-	321,690.29	11,901.15	.00	.00	334,758.18

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 04/01/2016 THRU 04/30/2016
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		49,567.31	.00	18,371.95	101.66-	67,837.60	10,434.17	.00	.00	78,373.43
DLQ	I & S		6,081.02	.00	2,375.78	12.03-	8,444.77	.00	.00	.00	8,456.80
DLQ	TOTAL		55,648.33	.00	20,747.73	113.69-	76,282.37	10,434.17	.00	.00	86,830.23
CURR	M & O		199,465.97	.00	19,899.35	937.28-	218,428.04	1,466.98	.00	.00	220,832.30
CURR	I & S		24,637.73	.00	2,457.92	115.77-	26,979.88	.00	.00	.00	27,095.65
CURR	TOTAL		224,103.70	.00	22,357.27	1,053.05-	245,407.92	1,466.98	.00	.00	247,927.95

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2016 TO 04/30/2016

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	3,147,018	2,574,463,839	00.654000	16,700,659.66	24,393

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	11,404.38-	19,062.36	224,103.70	15,389,720.23	1,310,939.43	92.15	149.67-
2014	740,133.97	1,217.91-	18,265.69-	34,263.69	246,151.07	475,717.21	34.10	979.01-
2013	341,309.10	246.37-	4,460.49-	10,728.30	68,012.46	268,836.15	20.19	1,026.63-
2012	241,776.27	20.34	2,201.84-	4,468.07	32,950.28	206,624.15	13.75	1,206.20-
2011	183,470.27	59.91-	1,493.20-	2,595.93	20,936.74	161,040.33	11.51	1,178.31-
2010	141,374.42	59.91-	951.21-	944.01	11,562.50	128,850.71	8.23	938.10-
2009	122,800.87	143.38-	685.25-	344.35	7,773.15	114,342.47	6.37	685.25-
2008	97,147.35	60.07-	684.37-	481.34	6,618.69	89,844.29	6.86	684.37-
2007	80,050.87	51.59-	568.27-	473.93	4,198.10	75,284.50	5.28	568.27-
2006	74,398.44	32.56-	389.38-	104.97	3,786.05	70,223.01	5.12	389.38-
2005	67,079.71	35.39-	393.80-	95.73	3,680.65	63,005.26	5.52	393.80-
2004	65,366.61	40.26-	400.18-	388.65	2,679.84	62,286.59	4.12	400.18-
2003	50,964.71	.69-	228.46-	103.87	2,513.30	48,222.95	4.95	228.46-
2002	43,061.92	.00	157.46-	23.19	1,966.37	40,938.09	4.58	157.46-
2001	33,091.78	.00	151.14-	16.84	1,531.59	31,409.05	4.65	151.14-
2000	29,691.42	.00	146.58-	18.37	990.75	28,554.09	3.35	146.58-
1999	23,517.16	.00	146.58-	175.64	835.87	22,534.71	3.58	146.58-
1998	18,627.22	.00	143.77-	315.33	918.45	17,565.00	4.97	143.77-
1997	17,484.48	.00	135.57-	4.80	715.87	16,633.04	4.13	135.57-
1996	15,713.97	.00	90.26-	8.89	776.42	14,847.29	4.97	90.26-
1995	12,526.40	.00	53.08-	53.15	971.22	11,502.10	7.79	53.08-
1994	42,850.78	.00	164.37-	39.28	1,801.26	40,885.15	4.22	164.37-
****	19,124,035.02	13,332.08-	12,848.59-	279,752.03	15,811,090.86	3,300,095.57		10,016.44-

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 04/01/2016 TO 04/30/2016

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	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	0.00	11,161.45	6.98	99.94	0.00
2012	0.00	.00	11,857.54	0.00	11,857.54	0.00		0.00
2011	0.00	.00	12,549.51	0.00	12,549.51	0.00		0.00
2010	0.00	.00	13,236.88	0.00	13,236.88	0.00		0.00
****	0.00	.00	50,677.39	0.00	50,670.41	6.98		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2016 TO 04/30/2016

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	3,147,018	2,574,463,839	00.654000	16,700,659.66	24,393

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	11,404.38-	19,062.36	224,103.70	15,389,720.23	1,310,939.43	92.15	149.67-
2014	740,133.97	1,217.91-	16,400.66-	34,263.69	248,016.10	475,717.21	34.27	979.01-
2013	341,309.10	246.37-	6,207.94	10,728.30	79,173.91	268,843.13	22.75	1,026.63-
2012	241,776.27	20.34	9,655.70	4,468.07	44,807.82	206,624.15	17.82	1,206.20-
2011	183,470.27	59.91-	11,056.31	2,595.93	33,486.25	161,040.33	17.21	1,178.31-
2010	141,374.42	59.91-	12,285.67	944.01	24,799.38	128,860.71	16.14	938.10-
2009	122,800.87	143.38-	685.25-	344.35	7,773.15	114,342.47	6.37	685.25-
2008	97,147.35	60.07-	684.37-	481.34	6,618.69	89,844.29	6.86	684.37-
2007	80,050.87	51.59-	568.27-	473.93	4,198.10	75,284.50	5.28	568.27-
2006	74,398.44	32.56-	389.38-	104.97	3,786.05	70,223.01	5.12	389.38-
2005	67,079.71	35.39-	393.80-	95.73	3,680.65	63,005.26	5.52	393.80-
2004	65,366.61	40.26-	400.18-	388.65	2,679.84	62,286.59	4.12	400.18-
2003	50,964.71	.69-	228.46-	103.87	2,513.30	48,222.95	4.95	228.46-
2002	43,061.92	.00	157.46-	23.19	1,966.37	40,938.09	4.58	157.46-
2001	33,091.78	.00	151.14-	16.84	1,531.59	31,409.05	4.65	151.14-
2000	29,691.42	.00	146.58-	18.37	990.75	28,554.09	3.35	146.58-
1999	23,517.16	.00	146.58-	175.64	835.87	22,534.71	3.58	146.58-
1998	18,627.22	.00	143.77-	315.33	918.45	17,565.00	4.97	143.77-
1997	17,484.48	.00	135.57-	4.80	715.87	16,633.04	4.13	135.57-
1996	15,713.97	.00	90.26-	8.89	776.42	14,847.29	4.97	90.26-
1995	12,526.40	.00	53.08-	53.15	971.22	11,502.10	7.79	53.08-
1994	42,850.78	.00	164.37-	39.28	1,801.26	40,885.15	4.22	164.37-
****	19,124,035.02	13,332.08-	37,828.80	279,752.03	15,861,761.27	3,300,102.55		10,016.44-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2016 TO 04/30/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316.821	3,147,018	2,574,463,839	0.654000	16,700,659.66	24,393

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	11,404.38-	19,062.36	224,103.70	15,389,720.23	1,310,939.43	92.15	149.67-
	ADJUSTMENT REFUNDS	1,702.64-	18,644.66-					
2014	740,133.97	1,217.91-	18,265.69-	34,263.69	246,151.07	475,717.21	34.10	979.01-
	ADJUSTMENT REFUNDS	922.35-	12,185.40-					
2013	341,309.10	246.37-	4,460.49-	10,728.30	68,012.46	268,836.15	20.19	1,026.63-
	ADJUSTMENT REFUNDS	186.46-	2,947.79-					
2012	241,776.27	20.34	2,201.84-	4,468.07	32,950.28	206,624.15	13.75	1,206.20-
	ADJUSTMENT REFUNDS	.00	223.05-					
2011	183,470.27	59.91-	1,493.20-	2,595.93	20,936.74	161,040.33	11.51	1,178.31
	ADJUSTMENT REFUNDS	.00	155.25-					
2010	141,374.42	59.91-	951.21-	944.01	11,562.50	128,860.71	8.23	938.10-
	ADJUSTMENT REFUNDS	.00	13.11-					
2009	122,800.87	143.38-	685.25-	344.35	7,773.15	114,342.47	6.37	685.25-
2008	97,147.35	60.07-	684.37-	481.34	6,618.69	89,844.29	6.86	684.37-
2007	80,050.87	51.59-	568.27-	473.93	4,198.10	75,284.50	5.28	568.27-
2006	74,398.44	32.56-	389.38-	104.97	3,786.05	70,223.01	5.12	389.38-
2005	67,079.71	35.39-	393.80-	95.73	3,660.65	63,005.26	5.52	393.80-
2004	65,366.61	40.26-	400.18-	388.65	2,679.84	62,286.59	4.12	400.19-
2003	50,964.71	.69-	228.46-	103.87	2,513.30	48,222.95	4.95	228.46-
2002	43,061.92	.00	157.46-	23.19	1,966.37	40,938.09	4.58	157.46-
2001	33,091.78	.00	151.14-	16.84	1,531.59	31,409.05	4.65	151.14-
2000	29,691.42	.00	146.58-	18.37	990.75	28,554.09	3.35	146.58-
1999	23,517.16	.00	146.58-	175.64	835.87	22,534.71	3.58	146.58-
1998	18,627.22	.00	143.77-	315.33	918.45	17,565.00	4.97	143.77-
1997	17,484.48	.00	135.57-	4.80	715.87	16,633.04	4.13	135.57-
1996	15,713.97	.00	90.26-	8.89	776.42	14,847.29	4.97	90.26-
1995	12,526.40	.00	53.08-	53.15	971.22	11,502.10	7.79	53.08-
1994	42,850.78	.00	164.37-	39.28	1,801.26	40,885.15	4.22	164.37-
****	19,124,035.02	13,332.08-	12,848.59-	279,752.03	15,811,090.86	3,300,095.57		10,016.44-
	ADJUSTMENT REFUNDS	2,811.45-	34,169.26-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2016 TO 04/30/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.680000	1,865.03	1
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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	922.35-	12,185.40-					
2013	0.00	.00	11,168.43	0.00	11,161.45	6.98	99.94	0.00
	ADJUSTMENT REFUNDS	186.46-	2,947.79-					
2012	0.00	.00	11,857.54	0.00	11,857.54	0.00		0.00
	ADJUSTMENT REFUNDS	.00	223.05-					
2011	0.00	.00	12,549.51	0.00	12,549.51	0.00		0.00
	ADJUSTMENT REFUNDS	.00	155.25-					
2010	0.00	.00	13,236.88	0.00	13,236.88	0.00		0.00
	ADJUSTMENT REFUNDS	.00	13.11-					
****	0.00	.00	50,677.39	0.00	50,670.41	6.98		0.00
	ADJUSTMENT REFUNDS	1,108.81-	15,524.60-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2016 TO 04/30/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316.821	3,147,018	2,574,463,839	0.654000	16,700,659.66	24,393

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	11,404.38-	19,062.36	224,103.70	15,389,720.23	1,310,939.43	92.15	149.67-
	ADJUSTMENT REFUNDS	1,702.64-	18,644.66-					
2014	740,133.97	1,217.91-	16,400.66-	34,263.69	248,016.10	475,717.21	34.27	979.01-
	ADJUSTMENT REFUNDS	922.35-	12,185.40-					
2013	341,309.10	246.37-	6,707.94	10,728.30	79,173.91	268,843.13	22.75	1,026.63-
	ADJUSTMENT REFUNDS	186.46-	2,947.79-					
2012	241,776.27	20.34	9,655.70	4,468.07	44,807.82	206,624.15	17.82	1,206.20-
	ADJUSTMENT REFUNDS	.00	223.05-					
2011	183,470.27	59.91-	11,056.31	2,595.93	33,486.25	161,040.33	17.21	1,178.31-
	ADJUSTMENT REFUNDS	.00	155.25-					
2010	141,374.42	59.91-	12,285.67	944.01	24,799.38	128,860.71	16.14	938.10-
	ADJUSTMENT REFUNDS	.00	13.11-					
2009	122,800.87	143.38-	685.25-	344.35	7,773.15	114,342.47	6.37	685.25-
2008	97,147.35	60.07-	684.37-	481.34	6,618.69	89,844.29	6.86	684.37-
2007	80,050.87	51.59-	568.27-	473.93	4,198.10	75,284.50	5.28	568.27-
2006	74,398.44	32.56-	389.38-	104.97	3,786.05	70,223.01	5.12	389.38-
2005	67,079.71	35.39-	393.80-	95.73	3,680.65	63,005.26	5.52	393.80-
2004	65,366.61	40.26-	400.18-	388.65	2,679.84	62,286.59	4.12	400.18-
2003	50,964.71	.69-	228.46-	103.87	2,513.30	48,222.95	4.95	228.46-
2002	43,061.92	.00	157.46-	23.19	1,966.37	40,938.09	4.58	157.46-
2001	33,091.78	.00	151.14-	16.84	1,531.59	31,409.05	4.65	151.14-
2000	29,691.42	.00	146.58-	18.37	990.75	28,554.09	3.35	146.58-
1999	23,517.16	.00	146.58-	175.64	835.87	22,534.71	3.58	146.58-
1998	18,627.22	.00	143.77-	315.33	919.45	17,565.00	4.97	143.77-
1997	17,484.48	.00	135.57-	4.80	715.87	16,633.04	4.13	135.57-
1996	15,713.97	.00	90.26-	8.89	776.42	14,847.29	4.97	90.26-
1995	12,526.40	.00	53.08-	53.15	971.22	11,502.10	7.79	53.08-
1994	42,850.78	.00	164.37-	39.28	1,801.26	40,885.15	4.22	164.37-
****	19,124,035.02	13,332.08-	37,828.80	279,752.03	15,861,761.27	3,300,102.55		10,016.44-
	ADJUSTMENT REFUNDS	2,811.45-	34,169.26-					

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	13,697,790.96	.00	113,933.14	355,940.13-	13,455,783.97	3,088.72	.00	.00	13,814,812.82
	I & S	.071900	1,691,929.27	.00	14,072.76	43,965.08-	1,662,036.95	.00	.00	.00	1,706,002.03
	TOTAL	.654000	15,389,720.23	.00	128,005.90	399,905.21-	15,117,820.92	3,088.72	.00	.00	15,520,814.85
2014	M & O	.608100	220,124.31	.00	52,893.97	10,668.02-	262,350.26	44,242.26	.00	.00	317,260.54
	I & S	.071900	26,026.76	.00	6,254.14	1,261.37-	31,019.53	.00	.00	.00	32,280.90
	TOTAL	.680000	246,151.07	.00	59,148.11	11,929.39-	293,369.79	44,242.26	.00	.00	349,541.44
2013	M & O	.605000	60,511.09	.00	19,402.70	736.53-	79,177.26	12,466.06	.00	.00	92,379.85
	I & S	.075000	7,501.37	.00	2,405.27	91.30-	9,815.34	.00	.00	.00	9,906.64
	TOTAL	.680000	68,012.46	.00	21,807.97	827.83-	88,992.60	12,466.06	.00	.00	102,286.49
2012	M & O	.602600	29,199.74	.00	13,600.81	.00	42,800.55	6,710.38	.00	.00	49,510.93
	I & S	.077400	3,750.54	.00	1,746.87	.00	5,497.41	.00	.00	.00	5,497.41
	TOTAL	.680000	32,950.28	.00	15,347.68	.00	48,297.96	6,710.38	.00	.00	55,008.34
2011	M & O	.602100	18,538.18	.00	10,567.78	.00	29,105.96	4,491.37	.00	.00	33,597.33
	I & S	.077900	2,398.56	.00	1,367.17	.00	3,765.73	.00	.00	.00	3,765.73
	TOTAL	.680000	20,936.74	.00	11,934.95	.00	32,871.69	4,491.37	.00	.00	37,363.06
2010	M & O	.601800	10,232.80	.00	6,975.98	.00	17,208.78	2,610.43	.00	.00	19,819.21
	I & S	.078200	1,329.70	.00	906.47	.00	2,236.17	.00	.00	.00	2,236.17
	TOTAL	.680000	11,562.50	.00	7,882.45	.00	19,444.95	2,610.43	.00	.00	22,055.38
2009	M & O	.601800	6,879.20	.00	5,418.01	.00	12,297.21	1,875.57	.00	.00	14,172.78
	I & S	.078200	893.95	.00	704.04	.00	1,597.99	.00	.00	.00	1,597.99
	TOTAL	.680000	7,773.15	.00	6,122.05	.00	13,895.20	1,875.57	.00	.00	15,770.77
2008	M & O	.602940	5,852.70	.00	5,171.13	.00	11,023.83	1,469.78	.00	.00	12,493.61
	I & S	.078910	765.99	.00	676.76	.00	1,442.75	.00	.00	.00	1,442.75
	TOTAL	.681850	6,618.69	.00	5,847.89	.00	12,466.58	1,469.78	.00	.00	13,936.36
2007	M & O	.596130	3,663.54	.00	3,601.92	.00	7,265.46	1,035.14	.00	.00	8,300.60
	I & S	.086990	534.56	.00	525.64	.00	1,060.20	.00	.00	.00	1,060.20
	TOTAL	.683120	4,198.10	.00	4,127.56	.00	8,325.66	1,035.14	.00	.00	9,360.80
2006	M & O	.593130	3,287.29	.00	3,667.25	.00	6,954.54	1,036.42	.00	.00	7,990.96
	I & S	.089990	498.76	.00	556.40	.00	1,055.16	.00	.00	.00	1,055.16
	TOTAL	.683120	3,786.05	.00	4,223.65	.00	8,009.70	1,036.42	.00	.00	9,046.12
2005	M & O	.593130	3,195.78	.00	3,814.41	.00	7,010.19	973.66	.00	.00	7,983.85
	I & S	.089990	484.87	.00	578.76	.00	1,063.63	.00	.00	.00	1,063.63
	TOTAL	.683120	3,680.65	.00	4,393.17	.00	8,073.82	973.66	.00	.00	9,047.48
2004	M & O	.601650	2,360.24	.00	3,069.66	.00	5,429.90	713.46	.00	.00	6,143.36
	I & S	.081470	319.60	.00	415.67	.00	735.27	.00	.00	.00	735.27
	TOTAL	.683120	2,679.84	.00	3,485.33	.00	6,165.17	713.46	.00	.00	6,878.63

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	2,193.57	.00	3,087.42	.00	5,280.99	633.04	.00	.00	5,914.03
	I & S	.086900	319.73	.00	450.01	.00	769.74	.00	.00	.00	769.74
	TOTAL	.683120	2,513.30	.00	3,537.43	.00	6,050.73	633.04	.00	.00	6,683.77
2002	M & O	.590210	1,681.99	.00	2,416.30	.00	4,098.29	392.60	.00	.00	4,490.89
	I & S	.099790	284.38	.00	408.54	.00	692.92	.00	.00	.00	692.92
	TOTAL	.690000	1,966.37	.00	2,824.84	.00	4,791.21	392.60	.00	.00	5,183.81
2001	M & O	.564720	1,305.93	.00	2,076.26	.00	3,382.19	383.79	.00	.00	3,765.98
	I & S	.097590	225.66	.00	358.79	.00	584.45	.00	.00	.00	584.45
	TOTAL	.662310	1,531.59	.00	2,435.05	.00	3,966.64	383.79	.00	.00	4,350.43
2000	M & O	.533960	823.58	.00	1,415.24	.00	2,238.82	243.36	.00	.00	2,482.18
	I & S	.108350	167.17	.00	287.16	.00	454.33	.00	.00	.00	454.33
	TOTAL	.642310	990.75	.00	1,702.40	.00	2,693.15	243.36	.00	.00	2,936.51
1999	M & O	.529360	688.88	.00	1,225.41	.00	1,914.29	137.49	.00	.00	2,051.78
	I & S	.112950	146.99	.00	261.48	.00	408.47	.00	.00	.00	408.47
	TOTAL	.642310	835.87	.00	1,486.89	.00	2,322.76	137.49	.00	.00	2,460.25
1998	M & O	.505610	737.11	.00	1,386.93	.00	2,124.04	153.61	.00	.00	2,277.65
	I & S	.124390	181.34	.00	341.21	.00	522.55	.00	.00	.00	522.55
	TOTAL	.630000	918.45	.00	1,728.14	.00	2,646.59	153.61	.00	.00	2,800.20
1997	M & O	.524810	626.15	.00	1,276.55	.00	1,902.70	111.67	.00	.00	2,014.37
	I & S	.075190	89.72	.00	182.89	.00	272.61	.00	.00	.00	272.61
	TOTAL	.600000	715.87	.00	1,459.44	.00	2,175.31	111.67	.00	.00	2,286.98
1996	M & O	.516090	667.85	.00	1,444.61	.00	2,112.46	123.77	.00	.00	2,236.23
	I & S	.083910	108.57	.00	234.87	.00	343.44	.00	.00	.00	343.44
	TOTAL	.600000	776.42	.00	1,679.48	.00	2,455.90	123.77	.00	.00	2,579.67
1995	M & O	.510030	825.58	.00	1,908.61	.00	2,734.19	232.07	.00	.00	2,966.26
	I & S	.089970	145.64	.00	336.69	.00	482.33	.00	.00	.00	482.33
	TOTAL	.600000	971.22	.00	2,245.30	.00	3,216.52	232.07	.00	.00	3,448.59
1994	M & O	.471740	388.84	.00	1,002.82	.00	1,391.66	54.25	.00	.00	1,445.91
	I & S	.098260	81.01	.00	208.89	.00	289.90	.00	.00	.00	289.90
	TOTAL	.570000	469.85	.00	1,211.71	.00	1,681.56	54.25	.00	.00	1,735.81
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

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2015 THRU 04/30/2016
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PAGE: 56
 EXCLUDES AG ROLLBACK

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	212.54	.00	628.09	.00	840.63	82.96	.00	.00	923.59
	I & S	.095660	43.78	.00	129.39	.00	173.17	.00	.00	.00	173.17
	TOTAL	.560000	256.32	.00	757.48	.00	1,013.80	82.96	.00	.00	1,096.76
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		14,072,675.29	.00	262,668.92	367,344.68-	13,967,999.53	83,502.86	.00	.00	14,418,847.07
ALL	I & S		1,738,415.57	.00	33,972.19	45,317.75-	1,727,070.01	.00	.00	.00	1,772,387.76
ALL	TOTAL		15,811,090.86	.00	296,641.11	412,662.43-	15,695,069.54	83,502.86	.00	.00	16,191,234.83
DLQ	M & O		374,884.33	.00	148,735.78	11,404.55-	512,215.56	80,414.14	.00	.00	604,034.25
DLQ	I & S		46,486.30	.00	19,899.43	1,352.67-	65,033.06	.00	.00	.00	66,385.73
DLQ	TOTAL		421,370.63	.00	168,635.21	12,757.22-	577,248.62	80,414.14	.00	.00	670,419.98
CURR	M & O		13,697,790.96	.00	113,933.14	355,940.13-	13,455,783.97	3,088.72	.00	.00	13,814,812.82
CURR	I & S		1,691,929.27	.00	14,072.76	43,965.08-	1,662,036.95	.00	.00	.00	1,706,002.03
CURR	TOTAL		15,389,720.23	.00	128,005.90	399,905.21-	15,117,820.92	3,088.72	.00	.00	15,520,814.85

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	13,697,790.96	.00	113,933.14	355,940.13-	13,455,783.97	3,088.72	.00	.00	13,814,812.82
	I & S	.071900	1,691,929.27	.00	14,072.76	43,965.08-	1,662,036.95	.00	.00	.00	1,706,002.03
	TOTAL	.654000	15,389,720.23	.00	128,005.90	399,905.21-	15,117,820.92	3,088.72	.00	.00	15,520,814.85
2014	M & O	.608100	221,792.14	.00	52,893.97	10,668.02-	264,018.09	44,242.26	.00	.00	318,928.37
	I & S	.071900	26,223.96	.00	6,254.14	1,261.37-	31,216.73	.00	.00	.00	32,478.10
	TOTAL	.680000	248,016.10	.00	59,148.11	11,929.39-	295,234.82	44,242.26	.00	.00	351,406.47
2013	M & O	.605000	70,441.50	.00	19,402.70	736.53-	89,107.67	12,466.06	.00	.00	102,310.26
	I & S	.075000	8,732.41	.00	2,405.27	91.30-	11,046.38	.00	.00	.00	11,137.68
	TOTAL	.680000	79,173.91	.00	21,807.97	827.83-	100,154.05	12,466.06	.00	.00	113,447.94
2012	M & O	.602600	39,707.61	.00	13,600.81	.00	53,308.42	6,710.38	.00	.00	60,018.80
	I & S	.077400	5,100.21	.00	1,746.87	.00	6,847.08	.00	.00	.00	6,847.08
	TOTAL	.680000	44,807.82	.00	15,347.68	.00	60,155.50	6,710.38	.00	.00	66,865.88
2011	M & O	.602100	29,650.03	.00	10,567.78	.00	40,217.81	4,491.37	.00	.00	44,709.18
	I & S	.077900	3,836.22	.00	1,367.17	.00	5,203.39	.00	.00	.00	5,203.39
	TOTAL	.680000	33,486.25	.00	11,934.95	.00	45,421.20	4,491.37	.00	.00	49,912.57
2010	M & O	.601800	21,947.44	.00	6,975.98	.00	28,923.42	2,610.43	.00	.00	31,533.85
	I & S	.078200	2,851.94	.00	906.47	.00	3,758.41	.00	.00	.00	3,758.41
	TOTAL	.680000	24,799.38	.00	7,882.45	.00	32,681.83	2,610.43	.00	.00	35,292.26
2009	M & O	.601800	6,879.20	.00	5,418.01	.00	12,297.21	1,875.57	.00	.00	14,172.78
	I & S	.078200	893.95	.00	704.04	.00	1,597.99	.00	.00	.00	1,597.99
	TOTAL	.680000	7,773.15	.00	6,122.05	.00	13,895.20	1,875.57	.00	.00	15,770.77
2008	M & O	.602940	5,852.70	.00	5,171.13	.00	11,023.83	1,469.78	.00	.00	12,493.61
	I & S	.078910	765.99	.00	676.76	.00	1,442.75	.00	.00	.00	1,442.75
	TOTAL	.681850	6,618.69	.00	5,847.89	.00	12,466.58	1,469.78	.00	.00	13,936.36
2007	M & O	.596130	3,663.54	.00	3,601.92	.00	7,265.46	1,035.14	.00	.00	8,300.60
	I & S	.086990	534.56	.00	525.64	.00	1,060.20	.00	.00	.00	1,060.20
	TOTAL	.683120	4,198.10	.00	4,127.56	.00	8,325.66	1,035.14	.00	.00	9,360.80
2006	M & O	.593130	3,287.29	.00	3,667.25	.00	6,954.54	1,036.42	.00	.00	7,990.96
	I & S	.089990	498.76	.00	556.40	.00	1,055.16	.00	.00	.00	1,055.16
	TOTAL	.683120	3,786.05	.00	4,223.65	.00	8,009.70	1,036.42	.00	.00	9,046.12
2005	M & O	.593130	3,195.78	.00	3,814.41	.00	7,010.19	973.66	.00	.00	7,983.85
	I & S	.089990	484.87	.00	578.76	.00	1,063.63	.00	.00	.00	1,063.63
	TOTAL	.683120	3,680.65	.00	4,393.17	.00	8,073.82	973.66	.00	.00	9,047.48
2004	M & O	.601650	2,360.24	.00	3,069.66	.00	5,429.90	713.46	.00	.00	6,143.36
	I & S	.081470	319.60	.00	415.67	.00	735.27	.00	.00	.00	735.27
	TOTAL	.683120	2,679.84	.00	3,485.33	.00	6,165.17	713.46	.00	.00	6,878.63

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	2,193.57	.00	3,087.42	.00	5,280.99	633.04	.00	.00	5,914.03
	I & S	.086900	319.73	.00	450.01	.00	769.74	.00	.00	.00	769.74
	TOTAL	.683120	2,513.30	.00	3,537.43	.00	6,050.73	633.04	.00	.00	6,683.77
2002	M & O	.590210	1,681.99	.00	2,416.30	.00	4,098.29	392.60	.00	.00	4,490.89
	I & S	.099790	284.38	.00	408.54	.00	692.92	.00	.00	.00	692.92
	TOTAL	.690000	1,966.37	.00	2,824.84	.00	4,791.21	392.60	.00	.00	5,183.81
2001	M & O	.564720	1,305.93	.00	2,076.26	.00	3,382.19	383.79	.00	.00	3,765.98
	I & S	.097590	225.66	.00	358.79	.00	584.45	.00	.00	.00	584.45
	TOTAL	.662310	1,531.59	.00	2,435.05	.00	3,966.64	383.79	.00	.00	4,350.43
2000	M & O	.533960	823.58	.00	1,415.24	.00	2,238.82	243.36	.00	.00	2,482.18
	I & S	.108350	167.17	.00	287.16	.00	454.33	.00	.00	.00	454.33
	TOTAL	.642310	990.75	.00	1,702.40	.00	2,693.15	243.36	.00	.00	2,936.51
1999	M & O	.529360	688.88	.00	1,225.41	.00	1,914.29	137.49	.00	.00	2,051.78
	I & S	.112950	146.99	.00	261.48	.00	408.47	.00	.00	.00	408.47
	TOTAL	.642310	835.87	.00	1,486.89	.00	2,322.76	137.49	.00	.00	2,460.25
1998	M & O	.505610	737.11	.00	1,386.93	.00	2,124.04	153.61	.00	.00	2,277.65
	I & S	.124390	181.34	.00	341.21	.00	522.55	.00	.00	.00	522.55
	TOTAL	.630000	918.45	.00	1,728.14	.00	2,646.59	153.61	.00	.00	2,800.20
1997	M & O	.524810	626.15	.00	1,276.55	.00	1,902.70	111.67	.00	.00	2,014.37
	I & S	.075190	89.72	.00	182.89	.00	272.61	.00	.00	.00	272.61
	TOTAL	.600000	715.87	.00	1,459.44	.00	2,175.31	111.67	.00	.00	2,286.98
1996	M & O	.516090	667.85	.00	1,444.61	.00	2,112.46	123.77	.00	.00	2,236.23
	I & S	.083910	108.57	.00	234.87	.00	343.44	.00	.00	.00	343.44
	TOTAL	.600000	776.42	.00	1,679.48	.00	2,455.90	123.77	.00	.00	2,579.67
1995	M & O	.510030	825.58	.00	1,908.61	.00	2,734.19	232.07	.00	.00	2,966.26
	I & S	.089970	145.64	.00	336.69	.00	482.33	.00	.00	.00	482.33
	TOTAL	.600000	971.22	.00	2,245.30	.00	3,216.52	232.07	.00	.00	3,448.59
1994	M & O	.471740	388.84	.00	1,002.82	.00	1,391.66	54.25	.00	.00	1,445.91
	I & S	.098260	81.01	.00	208.89	.00	289.90	.00	.00	.00	289.90
	TOTAL	.570000	469.85	.00	1,211.71	.00	1,681.56	54.25	.00	.00	1,735.81
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	212.54	.00	628.09	.00	840.63	82.96	.00	.00	923.59
	I & S	.095660	43.78	.00	129.39	.00	173.17	.00	.00	.00	173.17
	TOTAL	.560000	256.32	.00	757.48	.00	1,013.80	82.96	.00	.00	1,096.76
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		14,117,607.89	.00	262,668.92	367,344.68-	14,012,932.13	83,502.86	.00	.00	14,463,779.67
ALL	I & S		1,744,153.38	.00	33,972.19	45,317.75-	1,732,807.82	.00	.00	.00	1,778,125.57
ALL	TOTAL		15,861,761.27	.00	296,641.11	412,662.43-	15,745,739.95	83,502.86	.00	.00	16,241,905.24
DLQ	M & O		419,816.93	.00	148,735.78	11,404.55-	557,148.16	80,414.14	.00	.00	649,966.85
DLQ	I & S		52,224.11	.00	19,899.43	1,352.67-	70,770.87	.00	.00	.00	72,123.54
DLQ	TOTAL		472,041.04	.00	168,635.21	12,757.22-	627,919.03	80,414.14	.00	.00	721,090.39
CURR	M & O		13,697,790.96	.00	113,933.14	355,940.13-	13,455,783.97	3,088.72	.00	.00	13,814,812.82
CURR	I & S		1,691,929.27	.00	14,072.76	43,965.08-	1,662,036.95	.00	.00	.00	1,706,002.03
CURR	TOTAL		15,389,720.23	.00	128,005.90	399,905.21-	15,117,820.92	3,088.72	.00	.00	15,520,814.85

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY
 FROM: 04/01/2016 THRU 04/30/2016
 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 0032 CITY OF MISSION BY COUNTY 108			2,020.41	216.97	211.59	24.18	0.00	12.06	2,219.94
DELQ FOR 0032 CITY OF MISSION BY COUNTY 108			1,418.70	128.96	757.09	68.83	0.00	9.90	2,165.89
TOTAL FOR 0032 CITY OF MISSION BY COUNTY 108			3,439.11	345.93	968.68	93.01	0.00	21.96	4,385.83
CURR FOR 0033 CITY OF PHARR BY COUNTY 108			3,677.78	540.30	405.74	126.63	0.00	33.34	4,050.18
DELQ FOR 0033 CITY OF PHARR BY COUNTY 108			2,118.29	420.82	460.11	104.80	0.00	26.27	2,552.13
TOTAL FOR 0033 CITY OF PHARR BY COUNTY 108			5,796.07	961.12	865.85	231.43	0.00	59.61	6,602.31
CURR FOR 0034 CITY OF PENITAS BY COUNTY 108			830.88	79.94	75.30	7.34	0.00	4.37	901.81
DELQ FOR 0034 CITY OF PENITAS BY COUNTY 108			122.24	11.11	70.17	6.38	0.00	0.88	191.53
TOTAL FOR 0034 CITY OF PENITAS BY COUNTY 108			953.12	91.05	145.47	13.72	0.00	5.25	1,093.34
CURR FOR 0035 CITY OF LA JOYA BY COUNTY 108			82.14	7.47	9.04	0.82	0.00	0.41	90.77
DELQ FOR 0035 CITY OF LA JOYA BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA BY COUNTY 108			82.14	7.47	9.04	0.82	0.00	0.41	90.77
CURR FOR 0036 CITY OF PROGRESO BY COUNTY 108			641.78	58.35	60.90	5.54	0.00	3.20	699.48
DELQ FOR 0036 CITY OF PROGRESO BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO BY COUNTY 108			641.78	58.35	60.90	5.54	0.00	3.20	699.48
CURR FOR 0037 CITY OF SAN JUAN BY COUNTY 108			534.18	52.85	54.04	5.29	0.00	2.92	585.30
DELQ FOR 0037 CITY OF SAN JUAN BY COUNTY 108			90.82	23.33	35.59	8.73	0.00	1.62	124.79
TOTAL FOR 0037 CITY OF SAN JUAN BY COUNTY 108			625.00	76.18	89.63	14.02	0.00	4.54	710.09
CURR FOR 0039 CITY OF SULLIVAN BY COUNTY 108			18.00	1.85	1.98	0.20	0.00	0.10	19.88
DELQ FOR 0039 CITY OF SULLIVAN BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0039 CITY OF SULLIVAN BY COUNTY 108			18.00	1.85	1.98	0.20	0.00	0.10	19.88



MEMORANDUM

DATE: May 11, 2016

TO: Juan Guerra, City Manager

FROM: Karla Moya, Finance Director

SUBJECT: Pharr Sales Tax Activity

CASH BASIS

The sales tax activity for the city of Pharr for the month of May 2016 (March 2016 actual activity) has shown a **POSITIVE cash trend in the amount of \$1,057,458** from this point last year, or an increase of 10.33%. Please remember that this amount (\$1,057,458) includes a ONE TIME payment from AZIZ Stores for \$344,044 in October 2015, so the TRUE sales revenue growth so far is 6.97%. I will request the details from Texas Comptroller's office to find out of what contributed to the increase this month; I would be getting this information in the next ten days; the state is taking longer than before to release information.

Please NOTE that this month's amount of \$1,625,843 MIGHT also include a one-time payment of some type. I can't verify that until detail is received.

GAAP BASIS

This is the 6th month (Month of Actual Sales) of the fiscal year 2015/2016; to date we are up 6.58%, which equate to \$256,293 from this point of the fiscal year compared to last year.

IN RELATION TO BUDGET

As it relates to our budget, we had budgeted an increase in sales tax of 5%, which is what is needed to remain on place to meet our budget projections so we are slightly above goal (2%).

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU

REC'D	<i>[Signature]</i>
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

MONTH	FY 09/10	FY 10/11*	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	Difference FY 15/16 - FY 14/15
	OCT.	\$ 759,706	\$ 859,104	\$ 954,528	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,625,313
NOV.	853,469	934,857	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	94,691
DEC.	713,001	884,556	914,194	1,065,676	1,151,064	1,255,599	1,306,892	51,294
JAN.	709,734	849,909	929,064	1,065,003	1,166,651	1,231,604	1,224,656	(6,947)
FEB.	884,137	1,029,775	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	104,698
MAR.	764,227	811,325	959,178	1,014,839	1,090,660	1,244,493	1,250,428	5,934
APR.	867,908	857,093	979,239	1,033,280	1,120,837	1,195,832	1,385,017	189,185
MAY	1,015,352	1,091,964	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	168,422
JUN.	847,624	925,577	1,098,232	1,075,570	1,239,819	1,424,397		
JUL.	840,234	881,787	1,142,386	1,087,853	1,239,026	1,314,960		
AUG.	989,186	1,065,228	1,226,816	1,203,458	1,284,104	1,433,708		
SEP.	863,996	960,373	1,131,188	1,034,174	1,183,373	1,356,249		
TOTAL	\$ 10,108,574	\$ 11,151,549	\$ 12,825,767	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 11,293,945	\$ 1,057,458
AVERAGE PER MONTH								
	\$ 842,381	\$ 929,296	\$ 1,068,809	\$ 1,085,386	\$ 1,189,075	\$ 1,313,817	\$ 1,411,743	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
	\$ (732,161)	\$ 1,042,975	\$ 1,674,158	\$ 198,926	\$ 1,244,265	\$ 1,496,901	\$ 1,057,458	
INCREASE FROM PREVIOUS YEAR								
	-6.75%	10.32%	15.01%	1.55%	9.55%	10.49%	10.33%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS								
	\$ 9,767,333	\$ 9,955,067	\$ 11,598,933	\$ 13,443,500	\$ 13,443,500	\$ 14,980,000	\$ 16,301,000	
	\$ 341,241	\$ 1,196,482	\$ 1,226,774	\$ (418,867)	\$ 825,399	\$ 785,800	\$ (5,007,055)	
		10.73%	9.56%	-3.22%	5.78%	4.98%		

City of Pharr

Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis

MONTH	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Difference
								FY 15/16 - FY 14/15
OCT.	\$ 569,780	\$ 644,328	\$ 715,896	\$ 821,818	\$ 821,549	\$ 881,349	\$ 1,218,985	\$ 337,636
NOV.	640,102	701,143	769,262	757,310	798,368	954,690	1,025,708	71,019
DEC.	534,751	663,417	685,645	799,257	863,298	941,699	980,169	38,470
JAN.	532,300	637,432	696,798	798,752	874,989	923,703	918,492	(5,211)
FEB.	663,103	772,331	910,841	849,149	975,950	1,052,615	1,131,138	78,523
MAR.	573,170	608,494	719,383	761,129	817,995	933,370	937,821	4,451
APR.	650,931	642,820	734,429	774,960	840,628	896,874	1,038,763	141,889
MAY	761,514	818,973	938,060	905,307	999,155	1,093,066	1,219,382	126,317
JUN.	635,718	694,182	823,674	806,678	929,864	1,068,297		
JUL.	630,175	661,340	856,789	815,890	929,270	986,220		
AUG.	741,889	798,921	920,112	902,594	963,078	1,075,281		
SEP.	647,997	720,280	848,391	775,630	887,530	1,017,186		
TOTAL	\$ 7,581,430	\$ 8,363,662	\$ 9,619,280	\$ 9,768,475	\$ 10,701,674	\$ 11,824,350	\$ 8,470,459	\$ 793,094
AVERAGE PER MONTH								
	\$ 631,786	\$ 696,972	\$ 801,607	\$ 814,040	\$ 891,806	\$ 985,362	\$ 1,058,807	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
	\$ (549,121)	\$ 782,231	\$ 1,255,619	\$ 149,195	\$ 933,199	\$ 1,122,676	\$ 793,094	
INCREASE FROM PREVIOUS YEAR								
	-6.75%	10.32%	15.01%	1.55%	9.55%	10.49%	10.33%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS								
	\$ 7,325,500	\$ 7,466,300	\$ 8,699,200	\$ 10,082,625	\$ 10,082,625	\$ 11,235,000	\$ 12,245,000	
	\$ 255,930	\$ 897,362	\$ 920,080	\$ (314,150)	\$ 619,049	\$ 589,350	\$ (3,774,541)	
	3.38%	10.73%	9.56%	-3.22%	5.78%	4.98%		

City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

MONTH	FY 09/10	FY 10/11*	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	Difference FY 15/16 - FY 14/15
	OCT.	\$ 759,706	\$ 859,104	\$ 954,528	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269
NOV.	853,469	934,857	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	94,691
DEC.	713,001	884,556	914,194	1,065,676	1,151,064	1,255,599	1,306,892	51,294
JAN.	709,734	849,909	929,064	1,065,003	1,166,651	1,231,604	1,224,656	(6,947)
FEB.	884,137	1,029,775	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	104,698
MAR.	764,227	811,325	959,178	1,014,839	1,090,660	1,244,493	1,250,428	5,934
APR.	867,908	857,093	979,239	1,033,280	1,120,837	1,195,832	1,385,017	189,185
MAY	1,015,352	1,091,964	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	168,422
JUN.	847,624	925,577	1,098,232	1,075,570	1,239,819	1,424,397		
JUL.	840,234	881,787	1,142,386	1,087,853	1,239,026	1,314,960		
AUG.	989,186	1,065,228	1,226,816	1,203,458	1,284,104	1,433,708		
SEP.	863,996	960,373	1,131,188	1,034,174	1,183,373	1,356,249		
TOTAL	\$ 10,108,574	\$ 11,151,549	\$ 12,825,707	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 10,949,901	\$ 713,414

AVERAGE PER MONTH

\$ 842,381 \$ 929,296 \$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,368,738

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (732,161) \$ 1,042,975 \$ 1,674,158 \$ 198,926 \$ 1,244,265 \$ 1,496,901 \$ 544,992

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.49% 6.97%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 9,767,333 \$ 9,955,067 \$ 11,598,933 \$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000
 \$ 341,241 \$ 1,196,482 \$ 1,226,774 \$ (418,867) \$ 825,399 \$ 785,800 \$ (5,351,099)
 10.73% 9.56% -3.22% 5.78% 4.98%

* Do NOT INCLUDE one time payments

City of Pharr
Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis

MONTH	FY 09/10	FY 10/11*	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	Difference FY 15/16 - FY 14/15
	OCT.	\$ 569,780	\$ 644,328	\$ 715,896	\$ 821,818	\$ 821,549	\$ 881,349	\$ 960,952
NOV.	640,102	701,143	769,262	757,310	798,368	954,690	1,025,708	71,019
DEC.	534,751	663,417	685,645	799,257	863,298	941,699	980,169	38,470
JAN.	532,300	637,432	696,798	798,752	874,989	923,703	918,492	(5,211)
FEB.	663,103	772,331	910,841	849,149	975,950	1,052,615	1,131,138	78,523
MAR.	573,170	608,494	719,383	761,129	817,995	933,370	937,821	4,451
APR.	650,931	642,820	734,429	774,960	840,628	896,874	1,038,763	141,889
MAY	761,514	818,973	938,060	905,307	999,155	1,093,066	1,219,382	126,317
JUN.	635,718	694,182	823,674	806,678	929,864	1,068,297		
JUL.	630,175	661,340	856,789	815,890	929,270	986,220		
AUG.	741,889	798,921	920,112	902,594	963,078	1,075,281		
SEP.	647,997	720,280	848,391	775,630	887,530	1,017,186		
TOTAL	\$ 7,581,430	\$ 8,363,662	\$ 9,619,280	\$ 9,768,475	\$ 10,701,674	\$ 11,824,350	\$ 8,212,426	\$ 535,061

AVERAGE PER MONTH

\$ 631,786 \$ 696,972 \$ 801,607 \$ 814,040 \$ 891,806 \$ 985,362 \$ 1,026,553

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (549,121) \$ 782,231 \$ 1,255,619 \$ 149,195 \$ 933,199 \$ 1,122,676 \$ 535,061

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.49% 6.97%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 7,325,500 \$ 7,466,300 \$ 8,699,200 \$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,245,000
 \$ 255,930 \$ 897,362 \$ 920,080 \$ (314,150) \$ 619,049 \$ 589,350 \$ (4,032,574)
 3.38% 10.73% 9.56% -3.22% 5.78% 4.98%

City of Pharr
Annual Sales Tax Activity Analysis FY 15/16 - GAAP Basis

Regular City Tax (1%)

	<u>FY 15/16</u>	<u>FY 14/15</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 14/15 Cum Change</u>
October	853,446.24 \$	627,799.50 \$	25,646.74	4.09%	25,646.74
November	612,328.17 \$	615,801.85	(3,473.68)	-0.56%	22,173.06
December	754,092.00 \$	701,743.00	52,349.00	7.46%	74,522.06
January	625,213.86 \$	622,246.61	2,967.25	0.48%	77,489.30
February	692,508.46 \$	597,915.87	94,592.59	15.82%	172,081.89
March	812,921.43 \$	728,710.40	84,211.03	11.56%	256,292.92
April	- \$	712,148.33			
May	- \$	657,480.00			
June	- \$	718,854.00			
July	- \$	678,124.33			
August	- \$	812,858.62			
September	- \$	683,805.65			
Totals	\$ 4,150,510.15	\$ 8,155,286.15	\$ 256,292.92	6.58%	\$ 628,205.96

Credit In Lieu of Property Tax (.5%)

	<u>FY 15/16</u>	<u>FY 14/15</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 14/15 Cum Change</u>
October	326,723.12 \$	313,899.75 \$	12,823.37	4.09%	12,823.37
November	306,164.08 \$	307,900.92	(1,736.84)	-0.56%	11,086.53
December	377,046.00 \$	350,871.50	26,174.50	7.46%	37,261.03
January	312,606.93 \$	311,123.31	1,483.62	0.48%	38,744.65
February	346,254.23 \$	298,957.94	47,296.30	15.82%	86,040.95
March	406,460.72 \$	364,355.20	42,105.52	11.56%	128,146.46
April	- \$	358,074.17			
May	- \$	328,740.00			
June	- \$	358,427.00			
July	- \$	339,062.17			
August	- \$	406,328.31			
September	- \$	341,902.83			
Totals	\$ 2,075,255.07	\$ 4,077,643.08	\$ 128,146.46	6.58%	

PEDC (.5%)

	<u>FY 15/16</u>	<u>FY 14/15</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 14/15 Cum Change</u>
October	\$ 326,723.12	\$ 313,899.75	\$ 12,823.37	4.09%	\$ 12,823.37
November	306,164.08 \$	307,900.92	(1,736.84)	-0.56%	11,086.53
December	377,046.00 \$	350,871.50	26,174.50	7.46%	37,261.03
January	312,606.93 \$	311,123.31	1,483.62	0.48%	38,744.65
February	346,254.23 \$	298,957.94	47,296.30	15.82%	86,040.95
March	406,460.72 \$	364,355.20	42,105.52	11.56%	128,146.46
April	- \$	358,074.17			
May	- \$	328,740.00			
June	- \$	358,427.00			
July	- \$	339,062.17			
August	- \$	406,328.31			
September	- \$	341,902.83			
Totals	\$ 2,075,255.07	\$ 4,077,643.08	\$ 128,146.46	6.58%	

Total Sales Tax (2%)

	<u>FY 15/16</u>	<u>FY 14/15</u>	<u>\$ Change</u>	<u>FY 15/16 Budget</u>	<u>Actual vs. Budget</u>	
October	\$ 1,306,892.47	\$ 1,255,599.00	\$ 51,293.47	\$ 1,358,416.67	\$ (51,524.20)	
November	\$ 1,224,656.33	1,231,603.69	(6,947.36)	1,358,416.67	(133,760.34)	
December	\$ 1,508,184.00	1,403,486.00	\$ 104,698.00	1,358,416.67	\$ 149,767.33	
January	\$ 1,250,427.71	1,244,493.22	\$ 5,934.49	1,358,416.67	(107,988.96)	
February	\$ 1,385,016.92	1,195,831.74	\$ 189,185.18	1,358,416.67	\$ 26,600.25	
March	\$ 1,625,842.86	1,457,420.80	\$ 168,422.06	1,358,416.67	\$ 267,426.19	1.81%
April		1,424,296.66		1,358,416.67		
May		1,314,960.00		1,358,416.67		
June		1,433,708.00		1,358,416.67		
July		1,356,248.66		1,358,416.67		
August		1,625,313.23		1,358,416.67		
September		1,367,611.30		1,358,416.67		
Totals	\$ 8,301,020.29	\$ 16,310,572.30	\$ 512,585.84	\$ 16,301,000.00	\$ 150,520.29	Total
			6.58%		112,890.22	City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -MAY 2016

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2016 Payments To Date	2015 Payments To Date	% Change
Rank Based on Current Month Activity							
1	San Juan	340,205.18	304,619.98	11.68%	1,448,371.72	1,394,079.91	3.89%
2	Pharr	1,625,842.86	1,457,420.80	11.56%	6,994,127.48	6,532,835.80	7.06%
3	Brownsville	3,755,064.17	3,406,856.19	10.22%	16,352,749.32	15,651,905.87	4.48%
4	Edinburg	2,081,109.95	1,926,165.61	8.04%	8,926,240.75	8,603,397.65	3.75%
5	Mercedes	700,947.94	673,555.40	4.07%	3,396,849.05	3,574,027.88	-4.96%
6	Harlingen	2,220,927.47	2,141,338.13	3.72%	9,725,592.16	9,477,259.46	2.62%
7	Weslaco	1,218,748.78	1,192,157.86	2.23%	5,116,908.62	5,338,024.95	-4.14%
8	Mission	1,466,847.33	1,434,944.47	2.22%	6,493,590.96	6,515,414.80	-0.33%
9	Alamo	350,607.41	351,371.16	-0.22%	1,528,684.48	1,552,036.84	-1.50%
10	McAllen	5,841,746.98	6,056,190.24	-3.54%	27,107,404.55	28,186,205.86	-3.83%

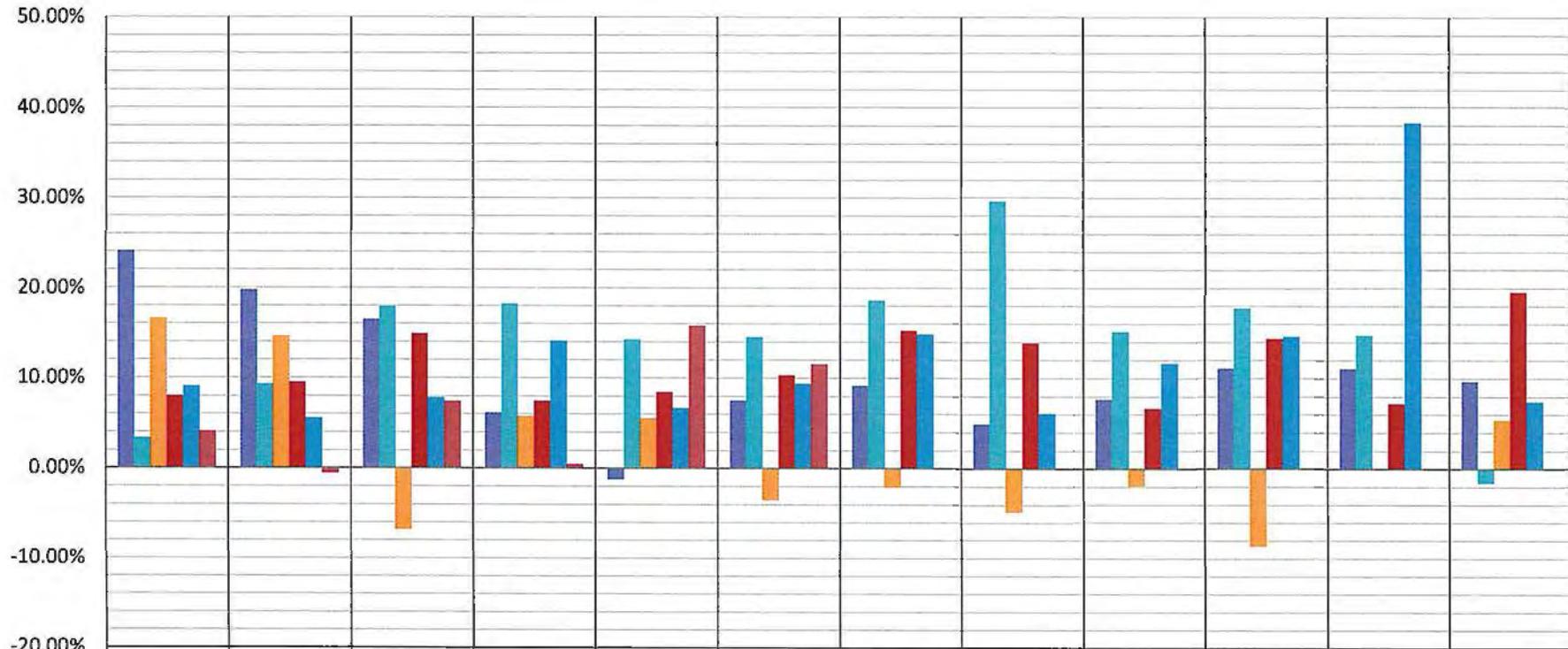
Rank Based on Calendar Year 2016 To Date Activity							
1	Pharr	1,625,842.86	1,457,420.80	11.56%	6,994,127.48	6,532,835.80	7.06%
2	Brownsville	3,755,064.17	3,406,856.19	10.22%	16,352,749.32	15,651,905.87	4.48%
3	San Juan	340,205.18	304,619.98	11.68%	1,448,371.72	1,394,079.91	3.89%
4	Edinburg	2,081,109.95	1,926,165.61	8.04%	8,926,240.75	8,603,397.65	3.75%
5	Harlingen	2,220,927.47	2,141,338.13	3.72%	9,725,592.16	9,477,259.46	2.62%
6	Mission	1,466,847.33	1,434,944.47	2.22%	6,493,590.96	6,515,414.80	-0.33%
7	Alamo	350,607.41	351,371.16	-0.22%	1,528,684.48	1,552,036.84	-1.50%
8	McAllen	5,841,746.98	6,056,190.24	-3.54%	27,107,404.55	28,186,205.86	-3.83%
9	Weslaco	1,218,748.78	1,192,157.86	2.23%	5,116,908.62	5,338,024.95	-4.14%
10	Mercedes	700,947.94	673,555.40	4.07%	3,396,849.05	3,574,027.88	-4.96%

HIDALGO COUNTY	14,808,391.41	14,545,004.21	1.78%	66,314,933.36	66,386,492.58	-0.11%
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STATE TOTALS	504,950,256.03	498,135,362.90	1.35%	2,244,148,185.60	2,225,536,798.80	0.83%
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**CITY OF PHARR
SALES TAX 5 YEAR TREND ANALYSIS**

Chart Title



	1	2	3	4	5	6	7	8	9	10	11	12
3 FY 10/11	24.06%	19.75%	16.47%	6.16%	-1.25%	7.55%	9.20%	4.95%	7.69%	11.15%	11.11%	9.72%
4 FY 11/12	3.35%	9.31%	17.93%	18.22%	14.25%	14.54%	18.65%	29.55%	15.17%	17.79%	14.80%	-1.55%
5 FY 12/13	16.57%	14.63%	-6.77%	5.80%	5.52%	-3.49%	-2.06%	-4.77%	-1.90%	-8.58%	-0.03%	5.42%
6 FY 13/14	8.01%	9.54%	14.93%	7.47%	8.47%	10.37%	15.27%	13.90%	6.70%	14.43%	7.28%	19.58%
7 FY 14/15	9.08%	5.57%	7.86%	14.10%	6.69%	9.40%	14.88%	6.13%	11.65%	14.61%	38.31%	7.44%
8 FY 15/16	4.09%	-0.56%	7.46%	0.48%	15.82%	11.56%						

■ 3 FY 10/11
 ■ 4 FY 11/12
 ■ 5 FY 12/13
 ■ 6 FY 13/14
 ■ 7 FY 14/15
 ■ 8 FY 15/16

City of Pharr
Comprehensive QUARTERLY Financial
Report

2nd Quarter –March 31st, 2016



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

Fiscal Year 2015-2016



PREPARED BY: KARLA MOYA-FINANCE DIRECTOR & FINANCE DEPARTMENT



“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

May 16, 2016

Mayor
City Commissioners
Citizens of Pharr

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

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

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

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

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

Respectfully,

Karla Moya
Finance Director

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DETAIL OF CHANGES & TRENDS



CITY OF PHARR

DETAIL OF CHANGES AND TRENDS

MARCH 31, 2016

FINANCIAL STATEMENTS – GOVERNMENTAL FUNDS:

Unaudited Balance Sheet:

At the end of this quarter the General Fund had a fund balance of \$23.4 million with an unassigned amount of \$9.8 million. PEDC had a fund balance of \$12.6 million and Capital Projects had a fund balance of \$22.4 million.

Unaudited Statement of Revenues, Expenditures, and changes in Fund balance:

The General Fund revenues exceeded expenditures by \$7.7 million while PEDC exceeded expenses by roughly \$1 million.

FINANCIAL STATEMENTS - PROPRIETARY FUNDS:

Unaudited statement of net position:

At the end of this quarter Utility fund had a total net position of \$85.3 million. \$23.3 million for Toll Bridge, \$4.2 million for Golf fund, and \$4 million for Event Center total net position.

Unaudited Statement of Revenues, Expenditures, and changes in net position:

Utility fund's change in net position was a \$3 million loss. \$1.4 million gain for Toll Bridge, \$93 thousand gain for Golf fund, and \$153 thousand gain for Event Center.

GENERAL FUND:

Revenues:

Property tax and sales tax are budgeted at 43% of our budget. Current Property is on track to meet or exceed budget estimate at 97%; delinquent tax collection which is at 57% of budget. Sales tax is showing a POSITIVE trend with an increase of 9% compared to last year's second quarter.

Expenditures:

At the end of the 2nd quarter the following departments that have higher than expected expenditures are:

- City Manager-Due to higher annual insurance and debt principal payment.
- Finance- Due to two staff retiring which required a retirement pay out.

Comparison from last year:

- Revenues show a 56% increase this year mainly due to higher Sales, Property Taxes and Interfund transfers.
- Some departments have higher than last year's expenses mainly due to higher level of expenses approved and budgeted this year.

Summary:

The City's Property tax is showing improvement compared to last year, this is mainly attributed to current year collections. Other revenues such as Licenses and Permits and Service Fees also show an improvement compared to last year.

UTILITY FUND:

Revenues:

Water and sewer usage make up 81% of the budget. Both of these revenue sources are slightly below revenue projections but are projected to meet their budget estimates.

Expenses:

At the end of this quarter, all departments are slightly lower than expected expenses. With exception of the water relief program expense which has totaled \$3.7 million.

Comparison from last year:

Overall, revenues are lower by less than 1% mainly due to a slight decrease in water and sewer revenue and interest revenue. Overall expenses are 84% higher than last year. This is due to the water relief program.

Summary:

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

BRIDGE FUND:

Revenues:

Toll collections are budgeted at 95% of total budget. Crossings are showing a slight increase this year, mainly due to car crossings. However, toll revenues overall are 4% higher than last year. Peso Exchange Income Rate is lower due to fluctuations in rates. Overall, revenues are on track to meet or exceed budgeted forecasts.

Expenses:

At the end of this quarter, total expenditures are slightly lower than expected.

Comparison from last year:

Personnel expenses are higher by 7% due to higher budgeted salaries and overtime pay.

Summary:

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

PEDC FUND:

Revenues:

Sales Tax collections are budgeted at 90% of total budget. Sales Tax collections are slightly higher by 9% compared to last year.

Expenses:

At the end of the Fiscal Year the following departments that have higher than expected expenditures are: Utilities due to higher electricity and water utility use.

Comparison from last year:

Personnel expenses are higher by 39% due to Director full salary amount being paid out of PEDC Budget compared to last year's it was paid out of City of Pharr.

Summary:

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

STATEMENT OF AVAILBALE RESOURCES

GENERAL FUND:

General cash flow is at \$8.2 million. The City needs to keep monitoring its spending and carefully prioritize what is needed for operations in order to keep a healthy general fund with the right available resources.

UTILITY FUND:

Utility cash flow is currently healthy. Current available resources are \$.7 million. At this time, we do not foresee any major cash flow problems with the Utility Fund.

BRIDGE FUND:

Bridge fund cash flow is healthy. Current available resources are \$2.3 million. At this time, we do not foresee any major cash flow problems with the Bridge Fund.

PEDC FUND:

PEDC fund cash flow is at \$1.0 million. PEDC needs to carefully prioritize what is needed for operations in order to keep a healthy fund with available resources.

HIDALGO COUNTY PROPERTY TAX ASSESOR & COLLECTOR REPORT

Current property taxes collections per what we have received from the County, are higher this year by .42% or approximately \$70,190. Total collected reported by County is **\$15,165,617**. Delinquent property Tax collections are lower this year by 1.23% or approximately \$29,673 compared to last year. Total amount collected for this quarter is **\$365,722**.

ANALYSIS OF MAJOR REVENUE SOURCES

CURRENT PROPERTY TAX

Current tax collections are higher this year than last year by 3% or approximately \$461,391. Total collected reported by County is **\$14,922,988**.

DELIQUENT PROPERTY TAX

Tax collections are higher this year than last year. Collection percentage is higher by 2% or approximately \$5,716 compared to last year. Total amount collected for this quarter is **\$373,445**.

ANNUAL SALES TAX ACTIVITY ANALYSIS – FY 15/16

This activity is based on cash basis. The difference is two months of collections. To date, City’s sales tax is 9% more than last year (roughly \$699,850 city-wide). This information is material in respect to the City’s budget.

SALES TAX STATE RGV COMPARISON

Pharr's sales tax rank comparison to the other Rio Grande Valley cities went down compared to last quarter; putting us at 8th place out 10 other cities.

UTILITY REVENUE ACTIVITY ANALYSIS-WATER & SEWER

Water billing has shown an increase compared to last's year activity. This quarter is showing an increase of 5% in billing and 3% decrease in collections due to reduction of rates and some credits applied as a result of the water relief program.

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

UTILITY REVENUE ACTIVITY ANALYSIS-GARBAGE AND BRUSH

Garbage and brush billing and collections are indicating a positive trend. Collected revenue has increased by 7% compared to last year for garbage while billing has increased by 3%. Brush collections also increased by 6% while billing increased by 1%.

PHARR INTERNATIONAL BRIDGE TOLL COLLECTIONS

Collections this year have increased by 4%. The car crossings increased compared to last year by 2%, and commercial crossings (trucks) increased by 1%. We currently have roughly \$224,109 more revenues than this time last year. We have budgeted accordingly and revenues are on track as budgeted projections.

MUNICIPAL COURT COLLECTIONS

Municipal court collections have decreased by 3% compared to this time last year. Primarily due to less crime and citations served.

PHARR EVENT CENTER

Revenues:

Event Center revenue is higher this fiscal year compared to prior year by 58%, this is mainly due to concession sales at the Pharr Event Center.

Expenses:

Event Center expenses are 14% higher than last year mainly due to advertising expenses and an increase of supplies and material and concession inventory.

HOTEL/MOTEL OCCUPANCY TAX ANALYSIS

Hotel/Motel Tax Collections are at 39% of their budget. A comparison cannot be made at this time since due dates for payments are not until April 2016.

TRANSFERS

These types of transfers are mainly for the general operation of each fund.

- For the General fund \$15.6 million is transferred to Capital projects, \$500 thousand to debt service, and \$900 thousand to Pharr PFC #1.
- For PEDC \$528 thousand is for debt obligations and \$50 thousand are for city festivals.

CIP ACTIVITY ANALYSIS-QUARTERLY UPDATE

BRIDGE:

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

UTILITY:

The Utility fund has 4 capital projects, including the new Water Transmission Mains project approved at the beginning of last year and funded through TWDB. All of these projects have started and in progress. The Water Treatment Plant construction has been completed.

GENERAL CAPITAL PROJECTS

The General Capital Projects fund has 18 capital projects including the recently approved Research and Technology Center in South Pharr, LED lighting Project and Several Street projects to improve City's infrastructure overall.

DEBT: ISSUED & STATUS-QUARTERLY UPDATE

OUTSTANDING DEBT ISSUANCES

General Fund: All activity is normal. Next issuance that will be completed is the 2015B Certificates of Obligation and 2016 Certificates of Obligation. Currently \$23.4 million is outstanding for all General Obligation Debt.

Bridge Fund: All activity is normal. Next issuance that will be completed is the 2015A Revenue Refunding Bond. Currently \$4.4 million is outstanding.

Utility Fund: All activity is normal. Next issuance that will be completed is the 2008 Revenue Refunding Bonds. Currently \$51.3 million is outstanding.

Community Development Grant: All activity is normal. This issuance will be completed in 2031 but can be repaid with our current debt reserves. Currently \$4.7 million is outstanding.

PPFC # 1. All activity is normal. This issuance will be completed in 2016 with a balloon payment. Currently \$9.8 million is outstanding. The city is currently looking for refinancing options.

PEDC: This series was issued in the name of the City but is being paid by PEDC. All activity is normal. This issuance will be completed in 2032. Currently \$6.7 million is outstanding.

OUTSTANDING CAPITAL LEASES/BANK LOANS

There are currently 8 outstanding capital leases totaling \$6 million, and one loan with Lone Star National bank totaling roughly \$2.6 million. The liability ownership for the leases is distributed between the following accounts: General, Paving & Drainage, Utility Fund, Garage, Golf and PEDC.

INVESTMENT REPORT-QUARTERLY UPDATE

INVESTMENT REPORT SUMMARY

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

DETAILED INVESTMENT REPORT

The City has over \$90.1 million in book market value in investments (including depository accounts).

COMPARISON OF PORTFOLIO TO POLICY LIMITS

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

MARKET VALUE ANALYSIS

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

CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD

Weighted average maturity is 1.0 day. This average is within our Investment Policy caps. This is the amount of days on average that our investments mature. Weighted average yield is .20%, the average yield of our investments. This average is better than our benchmarks.

YEAR TO DATE INVESTMENT TRANSACTION REPORT

No investment matured this fiscal year.

DEPOSITORY SECURITY COLLATERAL ANALYSIS

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

FISCAL ACTIVITY



CITY OF PHARR, TEXAS
BALANCE SHEET - UNAUDITED, UNADJUSTED, AND PRELIMINARY
GOVERNMENTAL FUNDS
FOR QUARTER ENDING MARCH 31, 2016

	<u>General</u>	<u>Pharr Economic Development Corporation, Inc.</u>	<u>Capital Projects</u>
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>			
Cash	\$ 20,886,926	\$ 1,008,766	\$ 20,789,894
Receivables (net of allowance for uncollectible):			
Property taxes	1,632,704	-	-
Warrants	6,610,887	-	-
Sales tax	2,244,693	748,231	-
Notes	-	838,307	-
Accounts	511,122	-	-
TRA Intergovernmental	20,817	-	-
Other	466,918	92,379	-
Prepaid Items	-	57,600	-
Inventories	655,531	-	-
Land Available for Sale	-	11,643,500	-
Due from other funds	1,400,400	-	-
Restricted assets:			
Cash	-	6,483	-
Cash with Fiscal Agent	1,228	-	1,370,361
Intergovernmental receivable	-	-	400,344
Total assets	<u>\$ 34,431,226</u>	<u>\$ 14,395,266</u>	<u>\$ 22,560,599</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>			
Liabilities:			
Accounts payable	\$ 749,024	\$ 16,444	\$ 130,877
Due to other funds	42,781	884,454	-
Escrow accounts	1,519,518	-	-
Unearned revenue	3,000	-	-
Total liabilities	<u>2,314,323</u>	<u>900,898</u>	<u>130,877</u>
Deferred Inflows of Resources:			
Deferred property tax	1,632,704	-	-
Deferred accounts	511,122	-	-
Deferred warrants	6,610,887	-	-
Deferred notes	-	865,678	-
Total deferred inflow of resources	<u>8,754,713</u>	<u>865,678</u>	<u>-</u>
Fund balances:			
Nonspendable:			
Inventory	655,531	11,643,500	-
Noncurrent advances	847,473	-	-
Restricted:			
Economic development	-	985,190	-
Committed:			
Contingency	9,801,989	-	-
Assigned:			
General government	2,281,735	-	-
Capital outlay	1,228	-	22,429,722
Encumbrances	-	-	-
Unassigned:	9,774,234	-	-
Total fund balances	<u>23,362,190</u>	<u>12,628,690</u>	<u>22,429,722</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,431,226</u>	<u>\$ 14,395,266</u>	<u>\$ 22,560,599</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING MARCH 31, 2016

	<u>General</u>	<u>Pharr Economic Development Corporation, Inc.</u>	<u>Capital Projects</u>
REVENUES			
Taxes:			
Property	\$ 13,940,925	\$ -	\$ -
Sales	6,212,313	2,070,771	-
Franchise	1,389,896	-	-
Other	65,224	-	-
Licenses and permits	323,403	-	-
Intergovernmental	316,807	-	-
Fees and charges:			
TRA\Sanitation	1,545,526	-	-
Brush	655,717	-	-
Other	470,514	-	-
Fines	530,087	-	-
Interest income	18,842	5,088	-
Other	576,282	14,874	-
Total revenues	<u>\$ 26,045,536</u>	<u>\$ 2,090,733</u>	<u>\$ -</u>
EXPENDITURES			
Current:			
General government	\$ 4,332,220	\$ -	\$ 2,508,079
Public safety	8,476,875	-	5,000
Highways and streets	1,835,295	-	3,901,514
Health and welfare	1,037,149	-	-
Culture and recreation	1,688,499	-	378,525
Economic development	-	646,013	274
Debt service:			
Principal	920,866	374,471	-
Interest	53,223	72,400	-
Total expenditures	<u>18,344,127</u>	<u>1,092,884</u>	<u>6,793,392</u>
Excess (deficiency) of revenues over (under) expenditures	<u>7,701,409</u>	<u>997,849</u>	<u>(6,793,392)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	4,574,250	-	16,079,416
Transfers (out)	(17,508,214)	(728,050)	-
Proceeds from sale of assets	-	189,925	-
Issuance of debt	14,900,300	-	2,685,000
	<u>1,966,336</u>	<u>(538,125)</u>	<u>18,764,416</u>
Net change in fund balance	9,667,745	459,724	11,971,024
Fund balance - beginning	13,635,737	12,168,966	10,458,698
Prior period adjustment	58,708	-	-
Fund balance - ending	<u>\$ 23,362,190</u>	<u>\$ 12,628,690</u>	<u>\$ 22,429,722</u>



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CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION - UNAUDITED, UNADJUSTED, AND PRELIMINARY
PROPRIETARY FUNDS
FOR QUARTER ENDING MARCH 31, 2016

	PROPRIETARY FUNDS			
	<u>Utility</u>	<u>Toll Bridge</u>	<u>Golf</u>	<u>Event Center</u>
<u>ASSETS</u>				
Current assets:				
Cash	\$ 7,456,298	\$ 9,261,858	\$ 468,494	\$ 338,881
Receivables (net of allowance for uncollectible):				
Accounts	1,594,566	80,596	-	-
Other	1,727	72,000	12,547	238,041
Inventories	123,209	-	-	-
Due from other funds	-	-	25,294	9
Restricted assets:				
TRANSFER OUT: Cash	21,568,645	1,177,261	-	-
Total current assets	<u>30,744,445</u>	<u>10,591,715</u>	<u>506,335</u>	<u>576,931</u>
Capital assets (net of accumulated depreciation):				
Water Rights	3,450,000	-	-	-
Land	837,036	819,645	-	785,224
Buildings	12,599,954	1,552,455	352,185	2,600,413
Improvements other than buildings	769,773	204,703	2,472,599	134,553
Machinery and equipment	1,502,619	1,461,768	131,307	49,905
Infrastructure	92,366,415	13,070,512	47,026	-
Construction in progress - Port of Entry	893,936	-	-	-
Construction in progress - Intl Trade Ctr	-	499,766	-	-
Total capital assets, net of accumulated depreciation	<u>112,419,733</u>	<u>17,608,849</u>	<u>3,003,117</u>	<u>3,570,095</u>
Total noncurrent assets	<u>112,419,733</u>	<u>17,608,849</u>	<u>3,003,117</u>	<u>3,570,095</u>
<u>DEFERRED OUTFLOW OF RESOURCES</u>				
Unamortized loss on refunding of debt	92,931	(22,306)	-	-
Total deferred outflow of resources	<u>92,931</u>	<u>(22,306)</u>	<u>-</u>	<u>-</u>
Total assets and deferred outflow of resources	<u>\$ 143,257,109</u>	<u>\$ 28,178,258</u>	<u>\$ 3,509,452</u>	<u>\$ 4,147,026</u>

	PROPRIETARY FUNDS			
	Utility	Toll Bridge	Golf	Event Center
<u>LIABILITIES</u>				
Current liabilities payable:				
Accounts payable	\$ 38,994	\$ 53,208	\$ 2,890	\$ 2,111
Accrued liabilities	134,775	31,167	-	-
Due to other funds	824	6,799	1,863	132
Unearned revenue	3,072,255	-	54,489	90,736
Total current liabilities payable	<u>3,246,848</u>	<u>91,174</u>	<u>59,242</u>	<u>92,979</u>
Current liabilities payable from restricted assets:				
Customer deposits payable	2,300,512	-	-	-
Escrow payable	90,878	-	-	-
Matured accrued compensation	210,426	46,078	19,126	6,762
Matured capital lease	31,332	-	76,900	-
Matured bonds/notes, net	3,105,000	580,000	-	-
Total current liabilities payable from restricted assets	<u>5,738,148</u>	<u>626,078</u>	<u>96,026</u>	<u>6,762</u>
Total current liabilities	<u>8,984,996</u>	<u>717,252</u>	<u>155,268</u>	<u>99,741</u>
Noncurrent liabilities:				
Accrued compensation	631,277	138,234	57,379	20,287
Capital lease payable	40,288	-	69,145	-
Bonds/notes principal payable	48,232,000	4,000,000	-	-
Total noncurrent liabilities	<u>48,903,565</u>	<u>4,138,234</u>	<u>126,524</u>	<u>20,287</u>
<u>DEFERRED INFLOW OF RESOURCES</u>				
Unamortized premium	-	-	-	-
Total deferred inflow of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities and deferred inflow of resources	<u>57,888,561</u>	<u>4,855,486</u>	<u>281,792</u>	<u>120,028</u>
<u>NET POSITION</u>				
Invested in capital assets, net of related debt	67,817,833	13,807,830	4,385,660	3,685,571
Restricted for:				
Debt service	4,828,814	1,047,658	-	-
Capital projects	12,721,902	-	-	-
Other	-	-	-	326,331
Unrestricted	-	8,467,284	(158,656)	15,097
Total net position	<u>\$ 85,368,549</u>	<u>\$ 23,322,772</u>	<u>\$ 4,227,004</u>	<u>\$ 4,026,999</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
PROPRIETARY FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING MARCH 31, 2016

PROPRIETARY FUNDS				
	Utility	Toll Bridge	Golf	Event Center
Operating revenues:				
Charges for sales and services:				
Water sales	\$ 2,978,655	\$ -	\$ -	\$ -
Sewer service	2,366,908	-	-	-
Tap fees	251,243	-	-	-
Toll fees	-	6,561,753	-	-
Golf services	-	-	432,617	-
Other	49,659	138,653	71,257	388,096
Total operating revenues	5,646,465	6,700,406	503,874	388,096
TRANSFER OUT				
Operating expenses:				
Personnel services	1,617,863	471,997	273,746	177,638
Supplies and Materials	447,339	38,696	96,477	60,675
Contractual Services	1,943,966	461,934	191,262	93,153
Water Relief Program	3,713,204	-	-	-
Total operating expenses	7,722,372	972,627	561,485	331,466
Operating income (loss)	(2,075,907)	5,727,779	(57,611)	56,630
Nonoperating revenues (expenses):				
Investment earnings	33,043	8,994	767	46
Interest expense	(786,341)	(44,886)	(4,940)	-
Other	16,177	60	248	755
Total nonoperating revenues (expenses)	(737,121)	(35,832)	(3,925)	801
Income loss before contributions and transfers	(2,813,028)	5,691,947	(61,536)	57,431
Transfers in	-	-	155,350	95,996
Transfers (out)	(168,400)	(4,285,850)	-	-
Changes in net position	(2,981,428)	1,406,097	93,814	153,427
Total net position - beginning	88,349,977	21,916,675	4,133,190	3,883,572
Prior period adjustment	-	-	-	(10,000)
Total net position - ending	\$ 85,368,549	\$ 23,322,772	\$ 4,227,004	\$ 4,026,999

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2016**

GENERAL FUND

	FY 15/16				FY 14/15		--Variance--	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
PROPERTY TAXES	\$ 14,951,600	\$ 13,940,925	93%	\$(1,010,675)	\$ 13,940,925	\$ 13,510,132	\$ 430,793	3%
SALES TAX	12,245,000	6,212,314	51%	(6,032,686)	6,212,314	5,687,426	524,888	9%
OTHER TAXES	183,150	65,224	36%	(117,926)	65,224	70,881	(5,656)	-8%
FRANCHISE FEES	2,445,950	1,390,011	57%	(1,055,939)	1,390,011	1,348,121	41,890	3%
RENTAL FEES	228,600	152,287	67%	(76,313)	152,287	121,439	30,848	25%
SANITATION FEES	2,932,700	1,379,269	47%	(1,553,431)	1,379,269	1,356,820	22,449	2%
DEBRIS & BRUSH FEES	1,038,000	572,438	55%	(465,562)	572,438	566,540	5,898	1%
MUNICIPAL COURT FEES AND FINES	1,207,500	576,331	48%	(631,169)	576,331	591,767	(15,436)	-3%
OTHER FINES AND FEES	105,000	90,277	86%	(14,723)	90,277	80,678	9,599	12%
BUILDING PERMITS	500,000	191,680	38%	(308,320)	191,680	174,841	16,840	10%
OTHER LICENSES AND PERMITS	487,000	313,943	64%	(173,057)	313,943	278,300	35,643	13%
INTERFUND TRANSFERS IN	9,148,500	4,574,250	50%	(4,574,250)	4,574,250	4,803,530	(229,280)	-5%
SERVICE FEES	682,225	712,326	104%	30,101	712,326	357,964	354,362	99%
OTHER FINANCING SOURCES	16,146,400	14,900,300	92%	(1,246,100)	14,900,300	-	14,900,300	0%
TOTAL REVENUES	62,301,625	45,071,574	72%	(17,230,051)	45,071,574	28,948,438	16,123,136	56%
EXPENDITURES								
CITY MANAGER'S OFFICE	1,747,460	1,000,450	57%	747,010	1,000,450	1,533,246	532,795	35%
FINANCE DIRECTOR'S OFFICE	769,925	419,790	55%	350,135	419,790	437,366	17,577	4%
POLICE DEPARTMENT	13,409,340	5,767,959	43%	7,641,381	5,767,959	5,796,741	28,782	0%
MUNICIPAL COURT	455,690	188,723	41%	266,967	188,723	157,163	(31,560)	-20%
FIRE DEPARTMENT	7,798,630	2,746,017	35%	5,052,613	2,746,017	2,826,054	80,037	3%
PAL ADMINISTRATION	509,060	201,462	40%	307,599	201,462	270,038	68,576	25%
STREET MAINTENANCE	5,612,410	2,096,899	37%	3,515,511	2,096,899	2,011,560	(85,339)	-4%
INFORMATION TECHNOLOGY	1,513,150	681,829	45%	831,321	681,829	611,280	(70,549)	-12%
MUNICIPAL LIBRARY	1,172,900	485,157	41%	687,743	485,157	516,956	31,800	6%
PARKS & RECREATION	2,344,170	1,028,843	44%	1,315,327	1,028,843	1,104,243	75,401	7%
HUMAN RESOURCES	292,715	116,135	40%	176,580	116,135	-	(116,135)	-100%
PLANNING & CODE ENFORCEMENT	1,286,600	553,002	43%	733,598	553,002	528,233	(24,768)	-5%
ENGINEERING	474,550	174,478	37%	300,072	174,478	158,636	(15,842)	-10%
SANITATION PRIVATIZATION	1,930,000	681,126	35%	1,248,874	681,126	631,771	(49,355)	-8%
DEBRIS COLLECTION EXPENSE	600,000	258,183	43%	341,817	258,183	206,826	(51,358)	-25%
STREET LIGHTS	720,000	294,337	41%	425,663	294,337	324,793	30,456	9%
OTHER TRANSFERS OUT	19,230,195	19,008,214	99%	221,981	19,008,214	1,275,895	(17,732,319)	-1390%
OTHER NON-DEPARTMENTAL EXP	2,434,830	1,141,734	47%	1,293,096	1,141,734	2,444,879	1,303,145	53%
TOTAL EXPENDITURES	62,301,625	36,844,336	59%	25,457,289	36,844,336	20,835,680	(16,008,656)	-77%
REVENUE OVER/(UNDER EXPENDITURES)	\$ -	\$ 8,227,238		\$ 8,227,238	\$ 8,227,238	\$ 8,112,758	\$ 114,480	

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2016**

UTILITY FUND

	<u>FY 15/16</u>				<u>FY 14/15</u>		<u>--Variance--</u>	
	<u>ANNUAL BUDGET</u>	<u>Y-T-D ACTUAL</u>	<u>PERCENT OF BUDGET</u>	<u>BALANCE</u>	<u>Y-T-D ACTUAL</u>	<u>Prior FY Y- T-D Actual</u>	<u>Amount</u>	<u>Percent</u>
REVENUES								
WATER REVENUES	\$ 7,550,700	\$ 3,146,744	42%	\$ (4,403,956)	\$ 3,146,744	\$ 3,071,963	\$ 74,782	2%
SEWER REVENUE	5,605,000	2,458,869	44%	(3,146,131)	2,458,869	2,411,135	47,734	2%
INTEREST EARNED	45,400	32,156	71%	(13,244)	32,156	211,639	(179,483)	-85%
OTHER REVENUES	3,126,300	19,827	1%	(3,106,473)	19,827	20,193	(366)	-2%
TOTAL REVENUES	<u>16,327,400</u>	<u>5,657,596</u>	<u>35%</u>	<u>(10,669,804)</u>	<u>5,657,596</u>	<u>5,714,930</u>	<u>(57,334)</u>	<u>-1%</u>
EXPENDITURES								
BOND ISSUE INTEREST EXPENSE	4,720,060	785,473	17%	3,934,587	785,473	711,163	(74,310)	-10%
ADMINISTRATION EXP	701,400	309,593	44%	391,807	309,593	329,609	20,016	6%
WATER PRODUCTION	1,987,080	763,025	38%	1,224,055	763,025	706,187	(56,839)	-8%
WATER DISTRIBUTION EXP	2,046,000	971,375	47%	1,074,625	971,375	933,466	(37,909)	-4%
SEWER PLANT EXP	2,272,000	1,060,762	47%	1,211,238	1,060,762	1,084,550	23,788	2%
SEWER LIFT STATIONS	392,500	155,696	40%	236,804	155,696	171,076	15,380	9%
WATER RELIEF PROGRAM	-	3,696,064	N/A	(3,696,064)	3,696,064	-	(3,696,064)	-100%
NON-DEPARTMENTAL EXP	15,495,660	394,702	3%	15,100,958	394,702	497,512	102,810	21%
TOTAL EXPEDITURES	<u>27,614,700</u>	<u>8,136,690</u>	<u>29%</u>	<u>19,478,010</u>	<u>8,136,690</u>	<u>4,433,564</u>	<u>(3,703,127)</u>	<u>-84%</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (11,287,300)</u>	<u>\$ (2,479,094)</u>		<u>\$ 8,808,206</u>	<u>\$ (2,479,094)</u>	<u>\$ 1,281,367</u>	<u>\$ (3,760,461)</u>	

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2016**

BRIDGE FUND 70

	<u>FY 15/16</u>				Y-T-D ACTUAL	<u>FY 14/15</u>	<u>--Variance--</u>	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE		Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
BRIDGE TOLL REVENUES	\$ 12,712,500	\$ 6,554,079	52%	\$ (6,158,421)	\$ 6,554,079	\$ 6,329,879	\$ 224,199	4%
BRIDGE REVENUE FUND INTEREST EARNE	23,000	8,182	36%	(14,818)	8,182	127,199	(119,017)	-94%
PESO EXCHANGE RATE INCOME	50,000	20,309	41%	(29,691)	20,309	24,770	(4,461)	-18%
RENTAL INCOME	138,600	118,344	85%	(20,256)	118,344	103,300	15,044	15%
TOLL TICKET SALES	10,000	7,674	77%	(2,326)	7,674	5,366	2,308	43%
OTHER REVENUES	510,000	60	0%	(509,940)	60	95,020	(94,960)	-100%
TOTAL REVENUES	<u>13,444,100</u>	<u>6,708,648</u>	<u>50%</u>	<u>(6,735,452)</u>	<u>6,708,648</u>	<u>6,685,535</u>	<u>23,113</u>	<u>0%</u>
EXPENDITURES								
PERSONNEL	1,267,400	471,997	37%	795,403	471,997	440,962	(31,035)	-7%
SUPPLIES & MATERIALS	169,600	38,696	23%	130,904	38,696	66,723	28,027	42%
BUILDING & EQUIPMENT	610,000	35,777	6%	574,223	35,777	42,649	6,872	16%
REPAIRS & MAINTENANCE	31,100	6,457	21%	24,643	6,457	7,278	821	11%
EQUIPMENT RENTALS	4,000	2,616	65%	1,384	2,616	1,698	(918)	-54%
UTILITIES	66,500	22,339	34%	44,161	22,339	26,912	4,573	17%
ELECTRICITY	4,700	-	0%	4,700	-	-	-	0%
VEHICLE USAGE	19,700	7,467	38%	12,233	7,467	8,107	640	8%
INSURANCE	95,000	27,922	29%	67,078	27,922	28,098	176	1%
DEBT SERVICE	847,800	68,826	8%	778,974	68,826	93,818	24,992	27%
CONTRACTUAL SERVICES	107,000	27,266	25%	79,734	27,266	71,160	43,894	62%
OTHER CONTRACTUAL & SPECIAL SERVIC	1,200,600	274,450	23%	926,150	274,450	401,498	127,048	32%
TRANSFERS OUT	9,020,700	4,285,850	48%	4,734,850	4,285,850	3,870,610	(415,240)	-11%
TOTAL EXPENDITURES	<u>13,444,100</u>	<u>5,269,663</u>	<u>39%</u>	<u>8,174,437</u>	<u>5,269,663</u>	<u>5,059,513</u>	<u>(210,151)</u>	<u>-4%</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ 1,438,985</u>		<u>\$ 1,438,985</u>	<u>\$ 1,438,985</u>	<u>\$ 1,626,023</u>	<u>\$ (187,038)</u>	

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2016**

PEDC II	FY 15/16				BALANCE	Y-T-D ACTUAL	FY 14/15		--Variance--	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	PERCENT OF BUDGET			Prior FY Y-T-D Actual	Amount	Percent	
REVENUES										
SALES TAX	\$ 4,056,000	\$ 2,070,771	51%	\$ (1,985,229)	\$ 2,070,771	\$ 1,895,809	\$ 174,963	9%		
RENTAL INCOME	44,100	14,600	33%	(29,500)	14,600	28,920	(14,320)	-50%		
PHARR BIZ- MEMBERSHIPS	-	-	0%	-	-	5,900	(5,900)	-100%		
PHARR BIZ- SPONSORSHIPS	-	-	0%	-	-	1,000	(1,000)	-100%		
INTEREST EARNED	1,300	5,088	391%	3,788	5,088	5,530	(443)	-8%		
MISC INCOME	-	274	0%	274	274	\$ 5,633	\$ (5,359)	-95%		
SALE OF LAND/PROPERTY	-	423,295	0%	423,295	423,295	-	423,295	100%		
LOAN REVENUE	30,000	-	0%	(30,000)	-	15,438	(15,438)	0%		
TRANSFER IN - GENERAL FUND	-	-	0%	-	-	13,573	(13,573)	-100%		
TRANSFER IN - HOTLE / MOTEL	355,500	-	0%	(355,500)	-	-	-	0%		
TOTAL REVENUES	4,486,900	2,514,028	56%	(1,972,872)	2,514,028	1,971,803	542,225	27%		
EXPENDITURES										
PERSONNEL	637,070	210,521	33%	426,549	210,521	152,443	(58,079)	-38%		
SUPPLIES & MATERIALS	16,400	5,407	33%	10,993	5,407	15,169	9,762	64%		
BUILDING & EQUIPMENT	28,500	6,957	24%	21,543	6,957	15,433	8,476	55%		
EQUIPMENT RENTALS	3,000	3,313	110%	(313)	3,313	2,109	(1,204)	-57%		
UTILITIES	21,000	11,976	57%	9,024	11,976	9,551	(2,425)	-25%		
VEHICLE USAGE	13,200	4,667	35%	8,533	4,667	2,666	(2,001)	-75%		
INSURANCE	-	5,077	0%	(5,077)	5,077	6,244	1,167	19%		
CONTRACTUAL SERVICES	162,000	82,215	51%	79,785	82,215	87,640	5,425	6%		
OTHER CONTRACTUAL & SPECIAL SERVI	1,286,530	321,545	25%	964,985	321,545	485,255	163,710	34%		
DEBT SERVICE	893,100	446,871	50%	446,229	446,871	446,604	-	0%		
LAND PURCHASE	-	-	0%	-	-	-	-	0%		
TRANSFERS OUT	1,426,100	728,050	51%	698,050	728,050	1,681,127	953,077	57%		
TOTAL EXPENDITURES	4,486,900	1,826,598	41%	2,660,302	1,826,598	2,904,239	1,077,908	37%		
REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 687,430		\$ 687,430	\$ 687,430	\$ (932,437)	\$ 1,620,133			

CITY OF PHARR
STATEMENT OF AVAILABLE RESOURCES
FOR PERIOD ENDING MARCH 31, 2016

	GENERAL FUND	WATER FUND	BRIDGE FUND	PEDC FUND	CIP FUND
CASH					
OPERATING CASH	\$ -	\$ 397,886	\$ 163,898	\$ 695,231	\$ -
CLAIM ON CASH	8,223,932	2,869,162	2,202,283	303,780	20,789,894
DUE FROM OTHER FUNDS	488,430	-	-	-	-
CHANGE FUND	800	2,300	4,500	-	-
TOTAL CASH	<u>8,713,162</u>	<u>3,269,348</u>	<u>2,370,680</u>	<u>999,010</u>	<u>20,789,894</u>
LIABILITIES					
ACCOUNTS PAYABLES	518,588	173,770	104,967	16,444	130,877
UTILITY ACCOUNTS	-	2,365,134	-	-	-
TOTAL LIABILITIES	<u>518,588</u>	<u>2,538,903</u>	<u>104,967</u>	<u>16,444</u>	<u>130,877</u>
RESOURCES	<u><u>\$ 8,194,574</u></u>	<u><u>\$ 730,445</u></u>	<u><u>\$ 2,265,713</u></u>	<u><u>\$ 982,567</u></u>	<u><u>\$ 20,659,017</u></u>

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

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	15,165,616.53	-	30,466.74	1,546,447.51	90.75%	90.33%
2014 & PRIOR YRS ROLLBACK	2,442,437.72	365,722.30	-	(29,983.25)	2,046,732.17	15.16%	16.39%
	-	50,670.41	-	50,677.39	6.98	99.99%	0.00%
TOTALS	19,124,035.02	15,582,009.24	-	51,160.88	3,593,186.66		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2016

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	610,582.80	(33,401.87) CURRENT
CURRENT YEAR-P&I	45,462.63	
PRIOR YEARS-BASE TAX	79,102.54	(2,521.64) PRIOR
PRIOR YEARS-P&I	34,282.85	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	15,610.50	
TOTAL COLLECTIONS	785,041.32	(35,923.51)
LESS TRANSFERRED	570,016.21	
LESS IN TRANSIT	203,022.21	
LESS DUE TO HCAD COMM. FEE	54.36	
LESS DUE TO CO TREASURER	5,513.00	
BALANCE	6,435.54	

*****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 MARCH 2016 IS CORRECT.

Pablo (Paul) Villarreal Jr.

 ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 22TH DAY OF APRIL 2016 A.D.

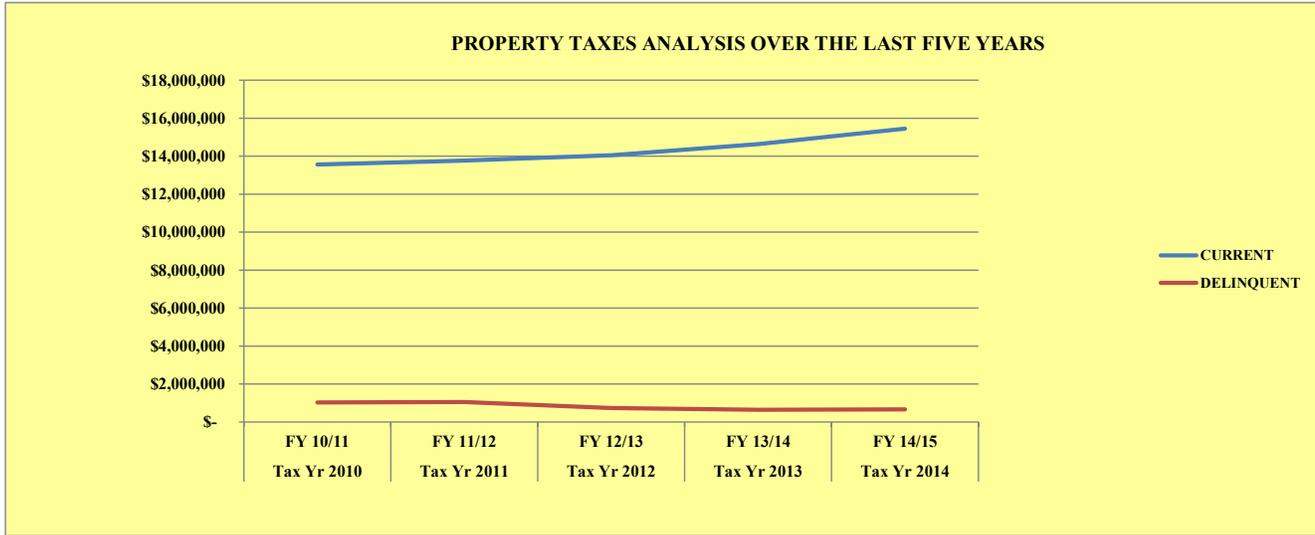
Jose E. Jaramillo

 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

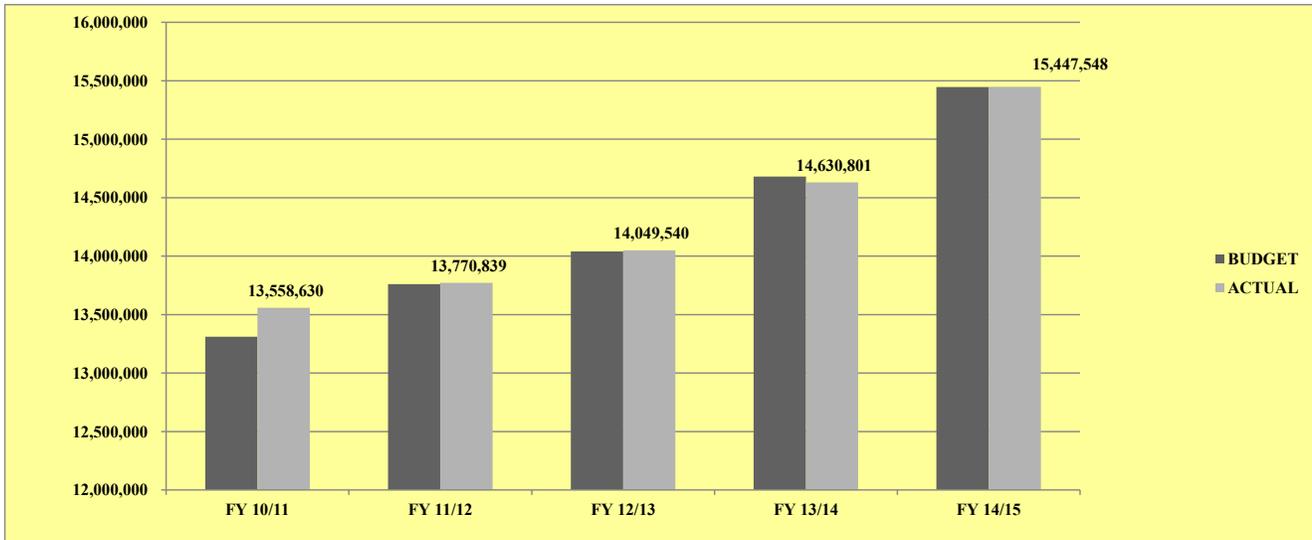


City of Pharr
Property Tax Analysis - Cash Collections

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



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

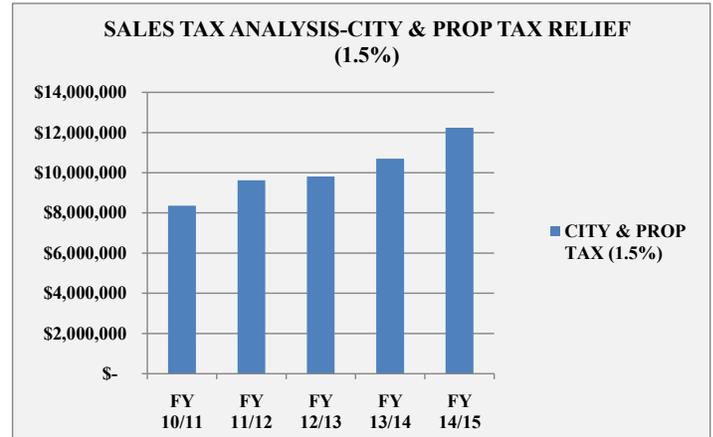
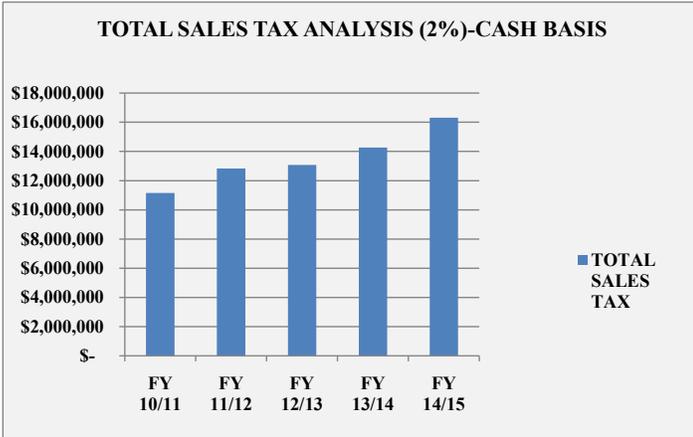


-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in March 31, 2016 compared to last fiscal year:

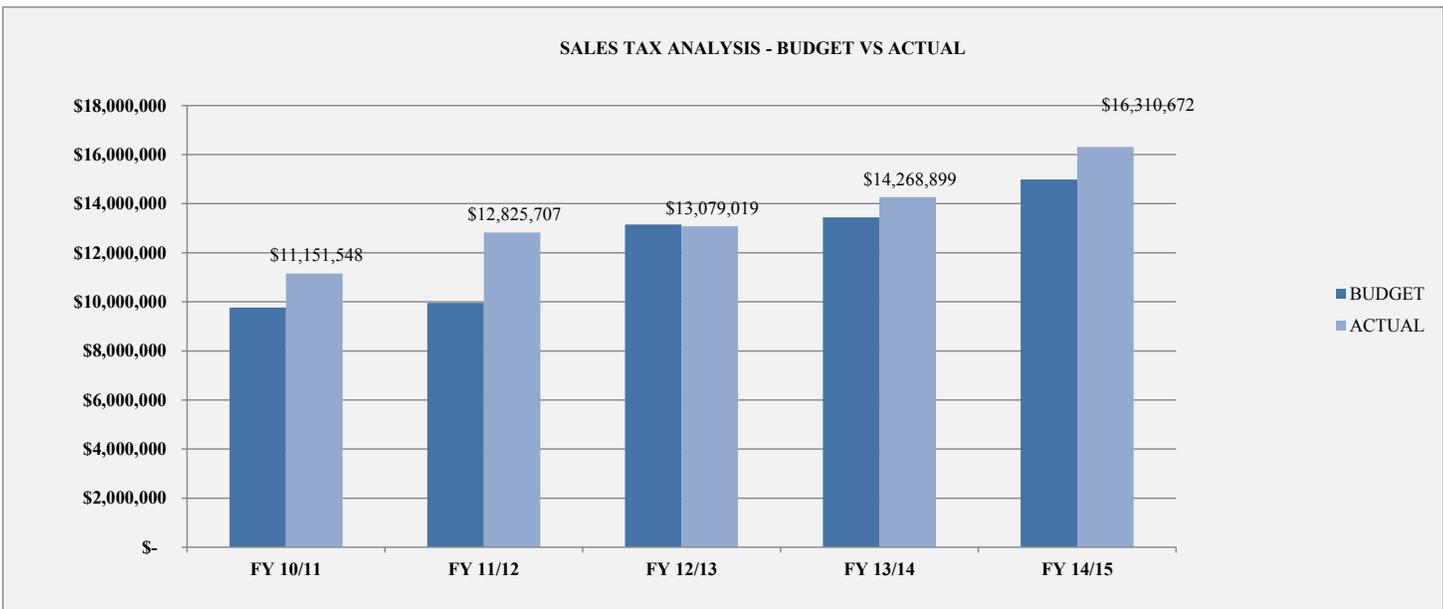
MONTH	CURRENT			↑	DELINQUENT			↑
	Tax Yr 2014	Tax Yr 2015	Difference		Tax Yr 2014	Tax Yr 2015	Difference	
	FY 14/15	FY 15/16	FY 15/16 - FY 14/15		FY 14/15	FY 15/16	FY 15/16 - FY 14/15	
OCTOBER	\$ 33,762	\$ 52,286	\$ 18,525	OCTOBER	50,143	36,008	\$ (14,136)	
NOVEMBER	1,024,705	814,944	(209,761.4)	NOVEMBER	71,250	53,060	(18,190)	
DECEMBER	2,676,466	4,575,452	1,898,987	DECEMBER	69,164	60,868	(8,296)	
JANUARY	4,841,143	3,641,003	(1,200,140)	JANUARY	45,681	53,205	7,524	
FEBRUARY	5,069,080	5,229,403	160,323	FEBRUARY	59,523	105,022	45,499	
MARCH	816,441	609,899	(206,542)	MARCH	71,968	65,282	(6,685)	
TOTAL	\$ 14,461,597	\$ 14,922,988	\$ 461,391	3%	\$ 367,728	\$ 373,445	\$ 5,716	2%

City of Pharr
Current Sales Tax Analysis - Cash Collections

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



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



-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in March 31, 2016 compared to last fiscal year:

MONTH	TOTAL SALES TAX (2%)-CASH BASIS		
	FY 14/15	FY 15/16	Difference FY 15/16- FY 14/15
OCTOBER	\$ 1,175,133	\$ 1,625,313	\$ 450,181
NOVEMBER	1,272,920	1,367,611	94,691
DECEMBER	1,255,599	1,306,892	51,294
JANUARY	\$ 1,231,604	\$ 1,224,656	\$ (6,947)
FEBRUARY	1,403,486	1,508,184	104,697
MARCH	1,244,493	1,250,428	5,934
TOTAL	\$ 7,583,234	\$ 8,283,085	\$ 699,851 9%

MONTH	SALES TAX-CITY & PROP RELIEF (1.5%)-CASH BASIS		
	FY 13/14	FY 14/15	Difference FY 14/15- FY 13/14
OCTOBER	\$ 881,349	\$ 1,218,985	\$ 337,636
NOVEMBER	954,690	1,025,708	71,019
DECEMBER	941,699	980,169	38,470
JANUARY	923,703	918,492	(5,211)
FEBRUARY	1,052,615	1,131,138	78,523
MARCH	933,370	937,821	4,451
TOTAL	\$ 5,687,426	\$ 6,212,314	\$ 524,888 9%

SALES TAX STATE COLLECTION RGV COMPARISON -MARCH 2016

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2016 Payments To Date	2015 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Brownsville	2,661,515.74	2,397,948.94	10.99%	9,787,497.06	9,543,877.89	2.55%
2	Harlingen	1,699,631.03	1,606,151.55	5.82%	5,799,660.47	5,714,858.88	1.48%
3	San Juan	245,841.05	239,179.82	2.79%	819,651.96	814,284.86	0.66%
4	Mission	1,152,543.83	1,127,533.41	2.22%	3,923,209.13	3,953,519.20	-0.77%
5	Edinburg	1,516,885.34	1,487,995.88	1.94%	5,284,724.56	5,116,741.87	3.28%
6	Weslaco	868,500.36	853,497.99	1.76%	2,968,287.14	3,188,102.92	-6.89%
7	Alamo	262,686.63	258,231.80	1.73%	905,433.48	909,742.50	-0.47%
8	Pharr	1,250,427.71	1,244,493.22	0.48%	3,983,267.70	3,879,583.26	2.67%
9	McAllen	4,205,224.36	4,331,497.18	-2.92%	16,729,800.01	17,524,975.81	-4.54%
10	Mercedes	420,214.94	435,492.90	-3.51%	2,220,903.94	2,435,317.27	-8.80%

Rank Based on Calendar Year 2015 To Date Activity							
1	Edinburg	1,516,885.34	1,487,995.88	1.94%	5,284,724.56	5,116,741.87	3.28%
2	Pharr	1,250,427.71	1,244,493.22	0.48%	3,983,267.70	3,879,583.26	2.67%
3	Brownsville	2,661,515.74	2,397,948.94	10.99%	9,787,497.06	9,543,877.89	2.55%
4	Harlingen	1,699,631.03	1,606,151.55	5.82%	5,799,660.47	5,714,858.88	1.48%
5	San Juan	245,841.05	239,179.82	2.79%	819,651.96	814,284.86	0.66%
6	Alamo	262,686.63	258,231.80	1.73%	905,433.48	909,742.50	-0.47%
7	Mission	1,152,543.83	1,127,533.41	2.22%	3,923,209.13	3,953,519.20	-0.77%
8	McAllen	4,205,224.36	4,331,497.18	-2.92%	16,729,800.01	17,524,975.81	-4.54%
9	Weslaco	868,500.36	853,497.99	1.76%	2,968,287.14	3,188,102.92	-6.89%
10	Mercedes	420,214.94	435,492.90	-3.51%	2,220,903.94	2,435,317.27	-8.80%

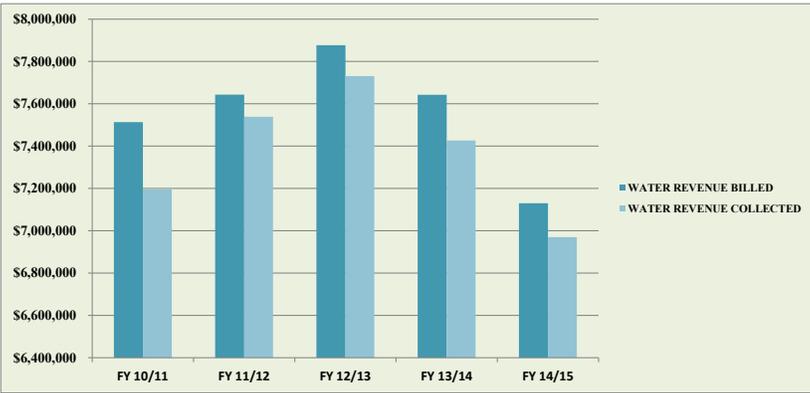
HIDALGO COUNTY TOTAL	10,846,666.15	10,762,573.93	0.78%	40,015,272.61	40,518,018.47	-1.26%
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STATE TOTALS	381,166,977.96	381,531,250.57	-0.10%	1,352,202,870.76	1,353,143,249.01	-0.07%
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**City of Pharr
Utility Revenue Activity Analysis - Cash Collections**

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

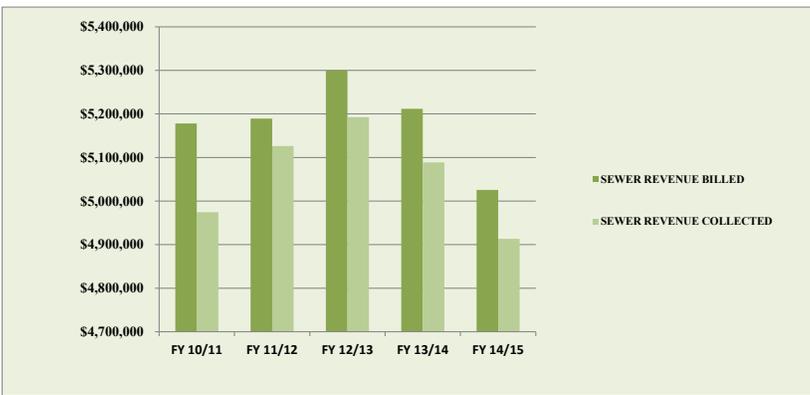
WATER



BILLED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 565,264	\$ 603,111	\$ 37,847
NOVEMBER	620,929	613,033	(7,896)
DECEMBER	536,681	555,672	18,991
JANUARY	601,468	664,269	62,800
FEBRUARY	598,062	573,581	(24,481)
MARCH	564,446	637,995	73,549
TOTAL	\$ 3,486,850	\$ 3,647,661	\$ 160,811 5%

COLLECTED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 715,320	\$ 697,741	\$ (17,579)
NOVEMBER	473,079	527,367	54,288
DECEMBER	646,806	593,748	(53,058)
JANUARY	703,033	548,137	(154,896)
FEBRUARY	537,211	586,843	49,631
MARCH	590,503	589,145	(1,359)
TOTAL	\$ 3,665,952	\$ 3,542,980	\$ (122,972) -3%

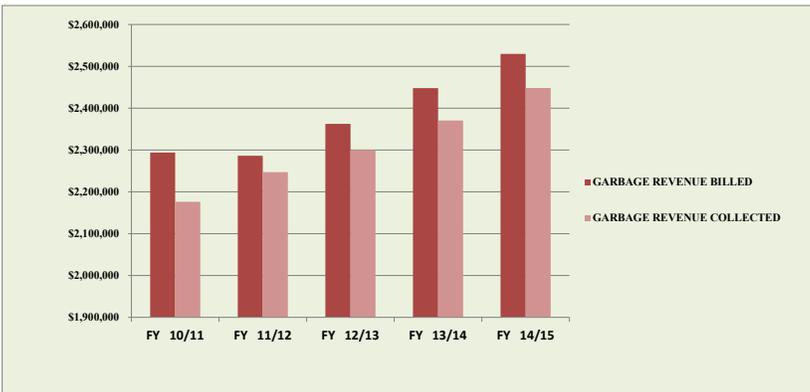
SEWER



BILLED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 403,898	\$ 413,561	\$ 9,663
NOVEMBER	433,023	425,876	(7,147)
DECEMBER	389,454	396,064	6,610
JANUARY	414,975	437,174	22,200
FEBRUARY	416,384	412,958	(3,426)
MARCH	402,891	439,517	36,626
TOTAL	\$ 2,460,625	\$ 2,525,151	\$ 64,526 3%

COLLECTED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 475,882	\$ 458,970	\$ (16,912)
NOVEMBER	339,305	366,461	27,156
DECEMBER	451,602	412,283	(39,319)
JANUARY	486,066	392,626	(93,440)
FEBRUARY	378,128	428,150	50,022
MARCH	420,086	418,220	(1,866)
TOTAL	\$ 2,551,069	\$ 2,476,710	\$ (74,359) -3%

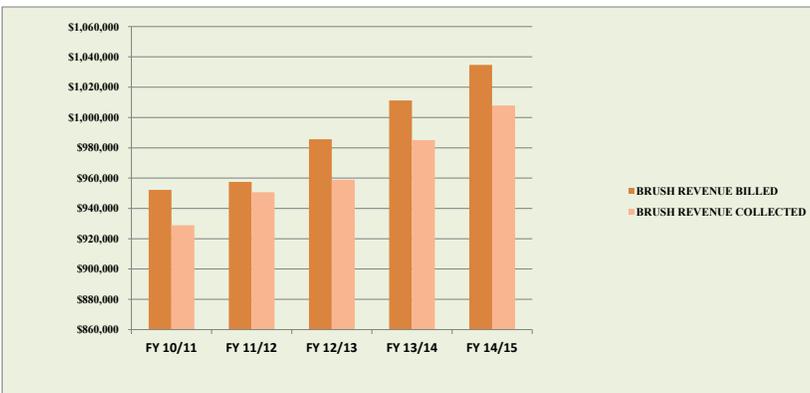
GARBAGE



BILLED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 208,520	\$ 213,524	\$ 5,004
NOVEMBER	206,652	214,592	7,940
DECEMBER	207,773	215,358	7,585
JANUARY	201,473	220,674	19,201
FEBRUARY	202,730	224,918	22,188
MARCH	202,643	221,695	19,052
TOTAL	\$ 1,229,791	\$ 1,310,761	\$ 80,969 7%

COLLECTED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 210,789	\$ 214,530	\$ 3,741
NOVEMBER	173,381	192,454	19,073
DECEMBER	218,424	210,422	(8,002)
JANUARY	232,838	206,770	(26,068)
FEBRUARY	187,494	219,203	31,708
MARCH	204,178	217,961	13,783
TOTAL	\$ 1,227,104	\$ 1,261,340	\$ 34,235 3%

BRUSH

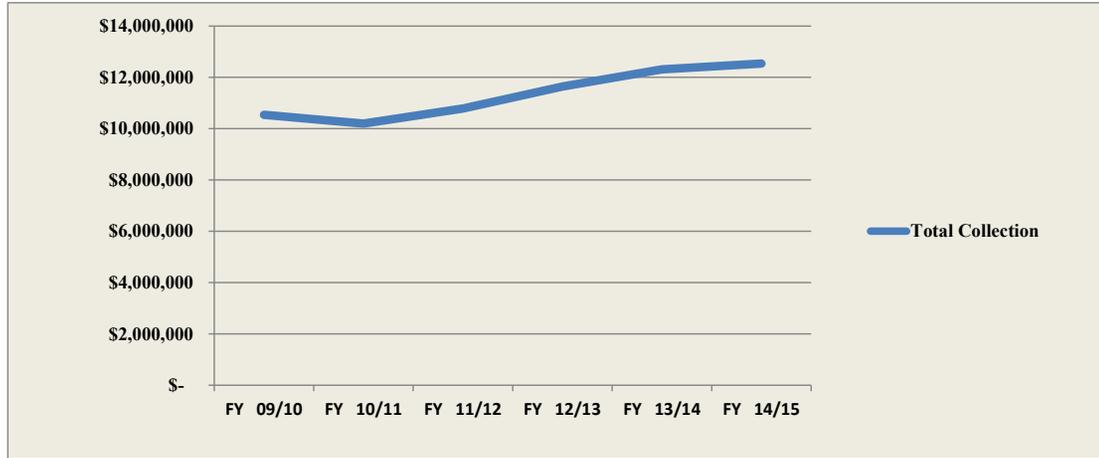


BILLED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 84,796	\$ 86,954	\$ 2,158
NOVEMBER	84,892	87,325	2,433
DECEMBER	85,701	88,017	2,316
JANUARY	83,756	90,120	6,364
FEBRUARY	84,104	92,569	8,465
MARCH	84,127	90,802	6,674
TOTAL	\$ 507,376	\$ 535,786	\$ 28,410 6%

COLLECTED REVENUE			
MONTH	FY 14/15	FY 15/16	Difference
			FY 15/16-FY 14/15
OCTOBER	\$ 87,963	\$ 87,571	\$ (392)
NOVEMBER	71,824	79,371	7,547
DECEMBER	91,281	86,830	(4,451)
JANUARY	98,259	84,795	(13,464)
FEBRUARY	75,098	87,978	12,880
MARCH	84,766	88,631	3,865
TOTAL	\$ 509,190	\$ 515,175	\$ 5,985 1%

**City of Pharr
Bridge Revenue Activity Analysis - Toll Collections**

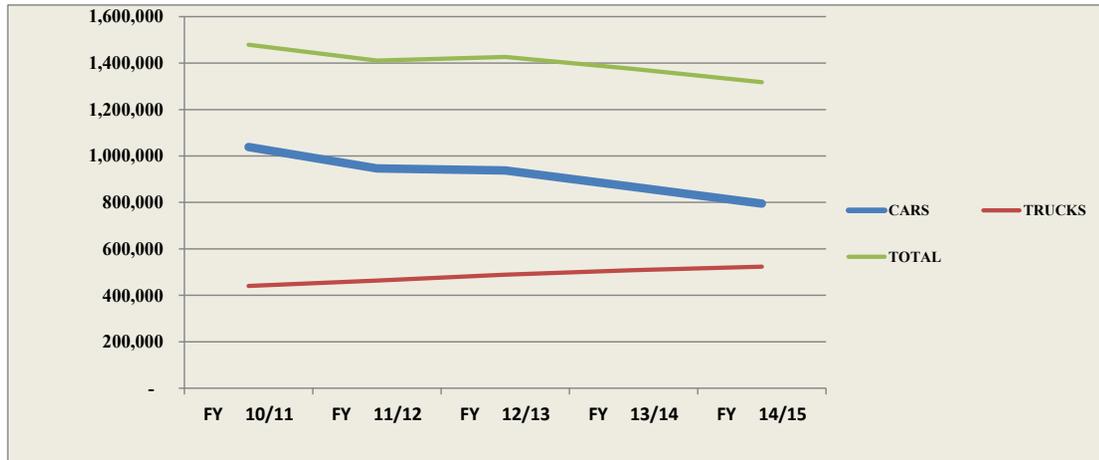
TREND ANALYSIS FOR TOLL COLLECTIONS FOR THE LAST SIX YEARS:



TOTAL TOLL COLLECTIONS PRIOR AND CURRENT YEAR

MONTH	Difference		
	FY 14/15	FY 15/16	FY 15/16-FY 14/15
OCTOBER	\$ 1,112,465	\$ 1,109,370	\$ (3,095)
NOVEMBER	996,402	1,044,917	48,515.00
DECEMBER	1,013,369	1,044,772	31,403.00
JANUARY	1,070,398	1,075,578	5,180
FEBRUARY	1,011,691	1,108,782	97,091.00
MARCH	1,125,555	1,170,570	45,015.00
TOTAL	\$ 6,329,880	\$ 6,553,989	\$ 224,109 4%

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



TRUCKS AND CARS CROSSINGS PRIOR AND CURRENT YEAR

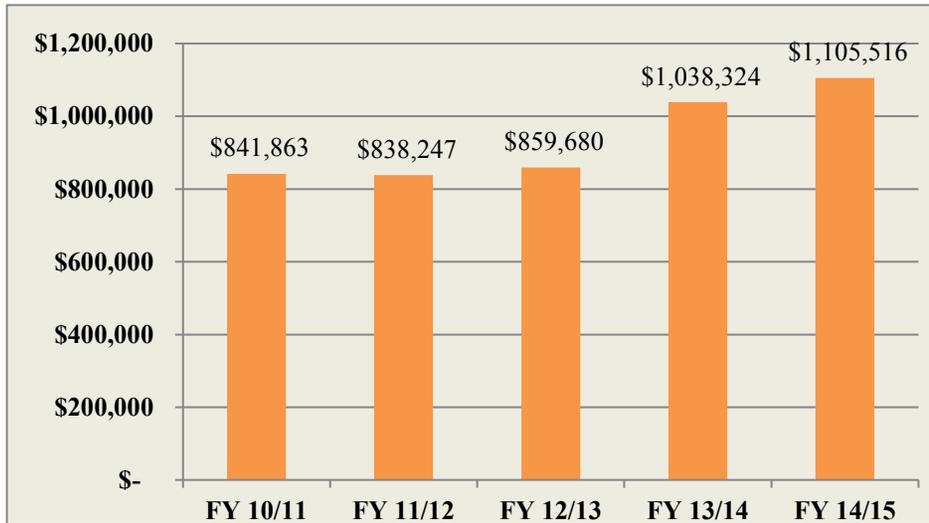
MONTH	Difference		
	FY 14/15	FY 15/16	FY 15/16-FY 14/15
OCTOBER	\$ 117,919	\$ 115,180	\$ (2,739)
NOVEMBER	109,074	109,590	516
DECEMBER	114,347	114,282	(65)
JANUARY	109,643	109,573	(70)
FEBRUARY	100,053	109,856	9,803
MARCH	113,189	118,031	4,842
TOTAL	\$ 664,225	\$ 676,512	\$ 12,287 2%

TRUCKS	Difference		
	FY 14/15	FY 15/16	FY 15/16-FY 14/15
OCTOBER	\$ 46,613	\$ 45,969	\$ (644)
NOVEMBER	40,871	42,831	1,960
DECEMBER	40,846	40,966	120
JANUARY	44,936	43,933	(1,003)
FEBRUARY	43,235	46,087	2,852
MARCH	47,929	48,576	647
TOTAL	\$ 264,430	\$ 268,362	\$ 3,932 1%

CARS	Difference		
	FY 14/15	FY 15/16	FY 15/16-FY 14/15
OCTOBER	\$ 71,306	\$ 69,211	\$ (2,095)
NOVEMBER	68,203	66,759	(1,444)
DECEMBER	73,501	73,316	(185)
JANUARY	64,707	65,640	933
FEBRUARY	56,818	63,769	6,951
MARCH	65,260	69,455	4,195
TOTAL	\$ 399,795	\$ 408,150	\$ 8,355 2%

City of Pharr Municipal Court Collections

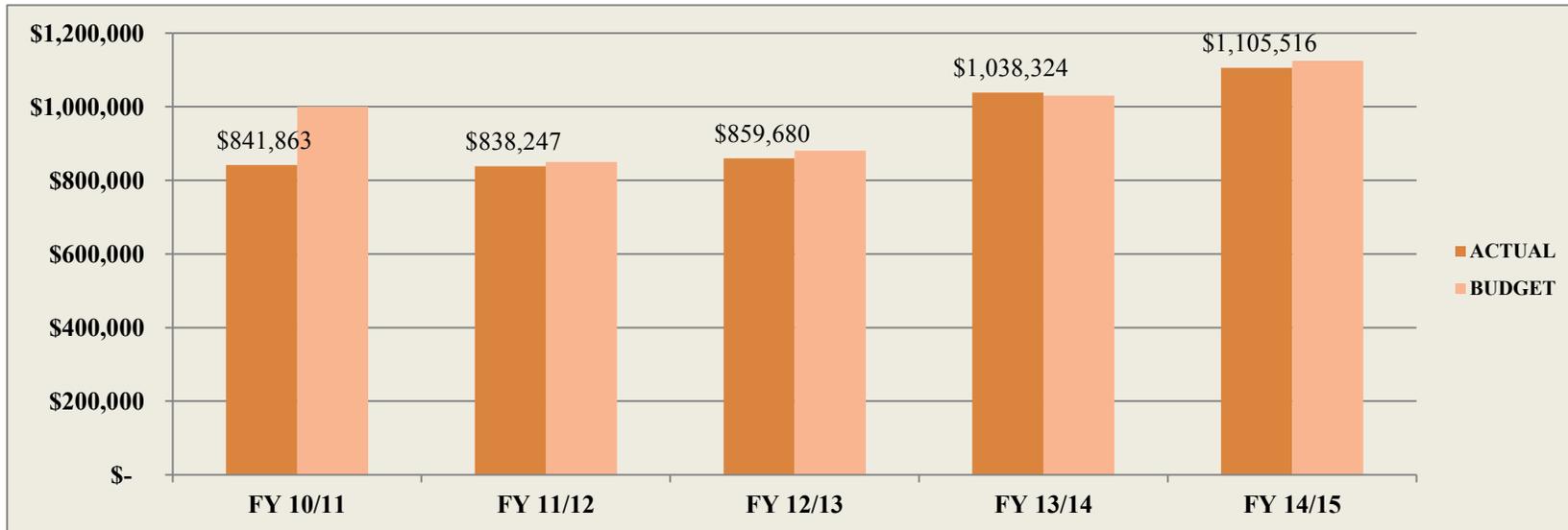
-Collection revenue five fiscal year comparison:



MONTH	Difference		
	FY 14/15	FY 15/16	FY 15/16-FY 14/15
OCTOBER	\$ 66,620	\$ 72,623	\$ 6,003
NOVEMBER	55,841	80,388	24,547
DECEMBER	64,686	82,473	17,787
JANUARY	88,664	84,287	(4,377)
FEBRUARY	149,837	128,081	(21,756)
MARCH	165,967	128,898	(37,069)
TOTAL	\$ 591,615	\$ 576,750	\$ (14,865)

↓

-Budget vs Actual five fiscal year comparison:



**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2016**

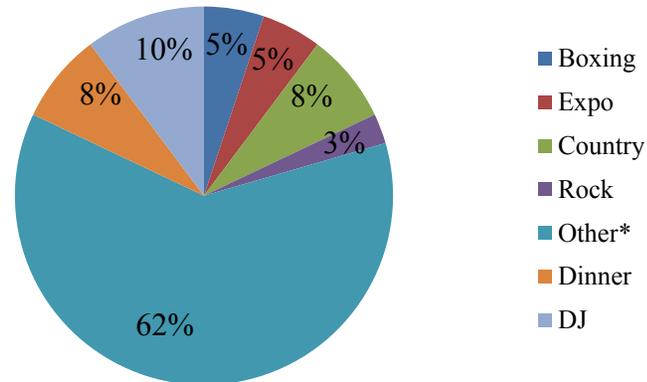
PHARR EVENT CENTER

	<u>FY 15/16</u>		<u>PERCENT OF BUDGET</u>	<u>BALANCE</u>	<u>Y-T-D ACTUAL</u>	<u>FY 14/15</u>		<u>--Variance--</u>	
	<u>ANNUAL BUDGET</u>	<u>Y-T-D ACTUAL</u>				<u>Prior FY Actual</u>	<u>Y-T-D</u>	<u>Amount</u>	<u>Percent</u>
REVENUES									
PHARR EVENT CENTER RENTAL	\$ 100,000	\$ 68,302	68%	\$ (31,698)	\$ 68,302	\$ 54,600	\$ 13,702	25%	
PHARR EVENT CENTER -FF	65,000	41,525	64%	(23,475)	41,525	34,998	6,527	19%	
PHARR EVENT CENTER - CONS FEES	425,500	193,564	45%	(231,936)	193,564	49,924	143,640	288%	
PHARR EVENT CENTER -NAMING RIGHTS	100,000	100,000	100%	-	100,000	83,333	16,667	-100%	
PHARR EVENT CENTER - ADVERTISING	50,000	400	1%	(49,600)	400	34,167	(33,767)	-99%	
TICKETMASTER REVENUE SHARING	-	4,443	100%	4,443	4,443	3,093	1,350	44%	
EVENT REVENUE-BOX OFFICE	-	7,316	100%	7,316	7,316	18,774	(13,392)	-71%	
OTHER REVENUE	-	708	100%	708	708	26,208	(25,500)	-97%	
TRANSFER IN- HOTEL / MOTEL	164,500	68,542	42%	(95,958)	68,542	-	68,542	0%	
TOTAL REVENUES	<u>905,000</u>	<u>484,800</u>	<u>54%</u>	<u>(420,200)</u>	<u>484,800</u>	<u>305,097</u>	<u>177,771</u>	<u>58%</u>	
EXPENDITURES									
PERSONNEL	589,500	177,638	30%	411,862	177,218	174,742	(2,476)	-1%	
SUPPLIES & MATERIALS	34,800	19,077	55%	15,723	19,077	16,474	(2,603)	-16%	
INVENTORY CONCESSION	100,000	41,353	41%	58,647	41,353	-	(41,353)	0%	
BUILDING MAINTENANCE	24,700	5,044	20%	19,656	5,044	10,976	5,932	54%	
EQUIPMENT RENTALS	1,000	640	64%	360	640	-	(640)	0%	
ADVERTISING	17,100	6,332	37%	10,768	6,332	15,886	9,554	60%	
AUTOMOTIVE	2,400	968	40%	1,432	968	1,171	203	17%	
UTILITIES	10,000	2,091	21%	7,909	2,091	1,960	(130)	-7%	
ELECTRICITY	55,000	33,248	60%	21,752	33,248	31,250	(1,998)	-6%	
CONTRACTUAL SERVICES	47,000	30,969	66%	16,031	30,969	19,511	(11,458)	-59%	
INSURANCE	4,700	2,704	58%	1,996	2,704	2,721	17	1%	
EVENT CENTER STAFFING / RENTAL	3,800	3,650	96%	150	3,650	5,471	1,821	33%	
OTHER CONTRACTUAL & SPECIAL SERVICE	15,000	8,233	55%	6,767	8,233	11,426	3,193	28%	
TOTAL EXPENDITURES	<u>905,000</u>	<u>331,947</u>	<u>37%</u>	<u>573,053</u>	<u>331,527</u>	<u>291,590</u>	<u>(39,937)</u>	<u>-14%</u>	
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ 152,854</u>		<u>\$ 152,854</u>	<u>\$ 153,274</u>	<u>\$ 13,507</u>	<u>\$ 137,834</u>		

TRANSFER OUT
Pharr Event Center Attendance by Event Type as of March 31, 2016

Ticketed Event Type	Number of Events	Attendance	Total Net Concession	Average Concession per Event
Boxing	2	2,321	\$ -	\$ -
Expo	2	404	1,353	676
Country	3	3,481	37,472	12,491
Rock	1	1,029	11,609	11,609
Other*	24	13,094	27,050	1,127
Dinner	3	2,796	4,021	1,340
DJ	4	4,722	22,034	5,509
	39	27,847	\$ 103,540	\$ 2,655

Number of Events



* Other Events Include R&B, Sponsorships, Banda Band, K-9 competition, and Spanish Artist.

**CITY OF PHARR
HOTEL/MOTEL OCCUPANCY TAX**

	Q1-2013	Q2-2013	Q3-2013	Q4-2013	Q1-2014	Q2-2014	Q3-2014	Q4-2014	Q1-2015	Q2-2015	Q3-2015	Q4-2015	Q1-2016	Q2-2016	Q3-2016
Americas Best Value Inn/ Pharr inn & Suites	\$ 8,413	\$ 7,958	\$ 5,536	\$ 5,316	\$ 6,577	\$ 5,053	\$ 5,774	\$ 7,019	\$ 7,315	\$ 6,542	\$ 5,890	\$ 6,967			
Quality Inn / Comfort Inn	8,724	8,351	10,890	9,068	10,767	9,208	10,984	12,349	13,361	10,804	10,867	12,479			
Country Hearth Inn / Knights Inn & Suites	4,136	4,124	4,885	4,813	5,617	5,772	7,019	6,250	6,695	2,336	3,187	11,975			
Fairwinds Executive Inn	8,588	7,091	7,869	8,828	7,314	7,118	8,869	8,940	7,842	8,442	8,639	7,286			
Hampton Inn & Suites	33,380	31,608	35,865	40,988	38,213	34,019	48,213	53,464	49,019	47,669	41,467	46,414			
Holiday Inn Express	34,864	35,449	34,890	37,337	40,574	40,165	41,198	41,333	41,947	39,012	37,614	38,357			
King 9 Motel	2,753	2,578	2,269	2,719	2,198	2,453	2,285	2,500	2,397	2,683	2,536	3,008			
TRANSFER OUT	32,085	27,074	31,262	34,905	33,462	35,621	38,963	45,959	35,839	34,819	36,049	35,632	23,603		
La Quinta Inn # 2	17,812	13,813	16,832	18,723	20,369	19,875	22,406	23,744	32,233	18,008	17,191	17,660	12,176		
Motel 6	20,229	20,857	21,048	22,640	21,151	23,654	24,167	23,040	23,234	23,501	25,233	23,864	13,812		
Penn-Ann Hotel	2,325	2,146	2,146	2,007	2,092	2,198	2,040	1,955	1,682	1,514	1,720	1,555			
Pharr Executive Inn	1,486	1,155	1,202	1,134	1,406	1,143	1,241	1,056	1,173	1,355	1,211	1,309			
Pharr Plaza Hotel	5,454	5,189	5,114	4,999	5,107	5,517	5,499	5,226	5,596	5,334	5,335	5,389			
Red Roof Inn	11,046	10,650	13,377	13,278	13,199	12,893	13,952	13,160	14,146	14,795	15,830	13,943	8,394		
Sun Deck Motel	1,199	1,296	1,539	1,679	1,497	1,538	1,644	1,875	1,580		1,606	1,860			
Travelodge	12,626	9,196	10,919	12,623	9,814	11,265	10,000	11,495	11,234	9,977	8,778	9,205			
Value Place	6,557	4,476	7,794	9,061	10,657	10,782	11,985	11,832	10,634	9,995	10,906	11,423			

	Q1-2013	Q2-2013	Q3-2013	Q4-2013	Q1-2014	Q2-2014	Q3-2014	Q4-2014	Q1-2015	Q2-2015	Q3-2015	Q4-2015	Q1-2016	Q2-2016	Q3-2016
	\$ 211,678	\$ 193,012	\$ 213,437	\$ 230,118	\$ 230,014	\$ 228,274	\$ 256,240	\$ 271,198	\$ 265,927	\$ 236,786	\$ 234,058	\$ 248,327	\$ 57,985	\$ -	\$ -
			\$ 204,280				\$ 236,162				\$ 251,992				\$ 306,312.06
			FY 12/13				FY 13/14				FY 14/15				FY 15/16
			\$ 817,119				\$ 944,647				\$ 1,007,969				\$ 306,312
			6,213				127,528				63,322				35,114
			1%				14%				6%				11%
			790,000				790,000				790,000				790,000
			817,119				944,647				1,007,969				306,312
			103%				120%				128%				39%

**CITY OF PHARR
TRANSFERS
AS OF MARCH 31, 2016**

	<u>General</u>	<u>PEDC</u>	<u>Capital Projects</u>	<u>Utility</u>	<u>Toll Bridge</u>	<u>Golf</u>	<u>Event Center</u>
TRANSFER IN							
GENERAL	\$ -	\$ -	\$ 15,635,712	\$ -	\$ -	\$ 155,350	\$ -
HOTEL	-	-	-	-	-	-	68,542
PAVING & DRAINAGE	-	-	443,704	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
UTILITY	168,400	-	-	-	-	-	-
BRIDGE	4,255,850	-	-	-	-	-	-
PEDC	150,000	-	-	-	-	-	-
PAL	-	-	-	-	-	-	27,454
TOTAL TRANSFER IN	<u>\$ 4,574,250</u>	<u>\$ -</u>	<u>\$ 16,079,416</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 155,350</u>	<u>\$ 95,996</u>
TRANSFER OUT							
GENERAL	\$ -	\$ 150,000	\$ -	\$ 168,400	\$ 4,255,850	\$ -	\$ -
CIP	15,635,712	-	-	-	-	-	-
DEBT SERVICE	550,000	528,050	-	-	-	-	-
GOLF	155,350	-	-	-	-	-	-
PHARR PFC #1	902,917	-	-	-	-	-	-
PAL	264,235	50,000	-	-	30,000	-	-
TOTAL TRANSFER OUT	<u>\$ 17,508,214</u>	<u>\$ 728,050</u>	<u>\$ -</u>	<u>\$ 168,400</u>	<u>\$ 4,285,850</u>	<u>\$ -</u>	<u>\$ -</u>

QUARTERLY UPDATES



City of Pharr
CIP Activity Listing as of March 31, 2016

		Budget/Est.	PRIOR			Retainage			Balance	%
		Contract Price	YEARS	FY 15/16	Total Paid	Prior FY	This FY	Total	To Be Paid	Complete
BRIDGE										
1	1	Exit Booth/RD Expansion								
		\$ 88,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,000	0.0%
		897,000	-	-	-	-	-	-	-	0.0%
		-	-	-	-	-	-	-	-	
2	2	ITS CBI Project								
		422,689	297,203	-	297,203	-	-	-	125,486	70.3%
		1,034,000	-	-	-	-	-	-	1,034,000	0.0%
		8,455	8,455	-	8,455	-	-	-	-	100.0%
3	3	Northbound Lane II								
		166,579	85,250	29,734	114,984	-	-	-	51,595	69.0%
		750,000	-	-	-	-	-	-	750,000	0.0%
		-	-	-	-	-	-	-	-	
4	4	Fastlane Improvements (northbound lane)								
		45,433	45,433	-	45,433	-	-	-	0	100.0%
		80,000	-	-	-	-	-	-	80,000	0.0%
		-	-	-	-	-	-	-	-	
TOTAL BRIDGE		\$ 3,492,156	\$ 436,341	\$ 29,734	\$ 466,075	\$ -	\$ -	\$ -	\$ 2,129,081	13.3%
UTILITY										
5	1	LBJ Watertower Rehab								
		\$ 51,000	\$ 51,000	\$ -	\$ 51,000	\$ -	\$ -	\$ -	\$ -	
		1,309,125	1,298,960	-	1,298,960	-	-	-	10,165	99.2%
		183,000	-	-	-	-	-	-	183,000	
6	2	Northside Utility Transmission Lines								
		800,000	696,640	36,000	732,640	-	-	-	67,360	91.6%
		10,000,000	-	2,400	2,400	-	-	-	9,997,600	0.0%
		-	-	145,801	145,801	-	-	-	(145,801)	
7	3	WWCS LS&Force								
		-	45,370	30,228	75,598	-	-	-	-	
		2,500,000	-	-	-	-	-	-	2,500,000	
		-	-	-	-	-	-	-	-	
8	4	WW Treatment Clarified								
		-	-	-	-	-	-	-	-	
		770,000	-	302,385	302,385	-	-	-	467,615	39.3%
		-	-	-	-	-	-	-	-	
TOTAL UTILITY		\$ 15,613,125	\$ 2,091,970	\$ 516,814	\$ 2,608,784	\$ -	\$ -	\$ -	\$ 13,079,939	16.7%
GOVERNMENTAL										
9	1	Sam Houston Widening								
		287,269	290,239	-	290,239	-	-	-	(2,970)	101.0%
		-	277,440	-	277,440	-	-	-	-	
		40,000	-	-	-	-	-	-	40,000	0.0%
		280,000	-	-	-	-	-	-	280,000	0.0%
		180,000	11,200	6,900	18,100	-	-	-	161,900	10.1%
10	2	Owassa Road								
		807,089	735,264	21,325	756,589	-	-	-	50,500	93.7%
		250,000	-	-	-	-	-	-	250,000	0.0%
		-	43,955	-	43,955	-	-	-	-	
11	3	Bike Path Strippin								
		-	51,471	16,577	68,048	-	-	-	-	
		200,000	-	-	-	-	-	-	200,000	0.0%
		-	2,101	158,934	161,035	-	-	-	-	
12	4	North Side Park								
		-	7,112	-	7,112	-	-	-	-	
		741,988	706,667	-	706,667	35,321	-	35,321	-	100.0%
		-	1,558	-	1,558	-	-	-	-	
13	5	Transmaritime Subdivision								
		\$ 4,990	\$ 6,559	\$ 833	\$ 7,392	\$ -	\$ -	\$ -	\$ (2,402)	
		400,424	160,512	83,138	243,650	-	-	-	156,774	60.8%
		-	-	-	-	-	-	-	-	

		Budget/Est.	PRIOR	FY 15/16	Total Paid	Retainage			Balance	%
		Contract Price	YEARS			Prior FY	This FY	Total	To Be Paid	Complete
14	6 Jones Box Pedestrian									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	240,000	-	29,448	29,448	-	-	-	210,552	12.3%
	Other	-	-	-	-	-	-	-	-	
15	7 Traffic Signal Sioux Rd									
	Engineering	105,000	88,516	-	88,516	-	-	-	-	84.3%
	Construction	175,000	24,340	9,534	33,875	-	-	-	141,125	19.4%
	Other	-	-	-	-	-	-	-	-	
16	8 Capote/Las Milpas									
	Engineering	13,635	11,034	2,601	13,635	-	-	-	-	100.0%
	Construction	320,716	-	320,716	320,716	-	-	-	-	100.0%
	Other	648,757	648,757	-	648,757	-	-	-	-	100.0%
17	9 South Pharr Recreational Center									
	Engineering	425,000	9,450	-	9,450	-	-	-	415,550	2.2%
	Construction	4,000,000	-	301,903	301,903	-	-	-	3,698,097	7.5%
	Other	-	-	176	176	-	-	-	(176)	
18	10 Downtown Lighting									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	700,000	88,000	-	88,000	-	-	-	612,000	12.6%
	Other	-	-	-	-	-	-	-	-	
19	11 STC Land Donation									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	-	-	-	-	-	-	-	-	
	Other	2,500,000	-	2,508,079	2,508,079	-	-	-	(8,079)	100.3%
20	12 El dora St Project									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	950,000	-	473,250	473,250	-	-	-	476,750	49.8%
	Other	-	-	11,500	11,500	-	-	-	-	
21	13 Navarro St Project									
	Engineering	-	-	13,525	13,525	-	-	-	-	
	Construction	820,000	-	-	-	-	-	-	820,000	
	Other	-	-	156,745	156,745	-	-	-	-	
22	14 Dr. Long Park									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	-	-	-	-	-	-	-	-	
	Other	-	-	46,998	46,998	-	-	-	-	
23	15 Drainage Egly/Sugar									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	395,000	-	391,497	391,497	-	-	-	3,503	99.1%
	Other	-	-	-	-	-	-	-	-	
24	16 Paving Project									
	Engineering	-	-	16,386	16,386	-	-	-	(16,386)	
	Construction	4,000,000	-	882,034	882,034	-	-	-	3,117,966	22.1%
	Other	-	-	-	-	-	-	-	-	
25	17 LED Lighting Project									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	2,685,000	-	1,314,639	1,314,639	-	-	-	1,370,361	49.0%
	Other	-	-	-	-	-	-	-	-	
26	18 HI - Line									
	Engineering	-	-	-	-	-	-	-	-	
	Construction	350,000	-	-	-	-	-	-	350,000	
	Other	-	-	21,378	21,378	-	-	-	(21,378)	
TOTAL GOVERNMENTAL		\$ 21,519,868	\$ 3,164,175	\$ 6,788,119	\$ 9,952,294	\$ 35,321	\$ -	\$ 35,321	\$ 12,303,687	46.4%
TOTAL CITY-WIDE		\$ 40,625,149	\$ 5,692,486	\$ 7,334,667	\$ 13,027,154	\$ 35,321	\$ -	\$ 35,321	\$ 27,512,707	32.2%

**CITY OF PHARR
OUTSTANDING DEBT ISSUANCES
AS OF MARCH 31, 2016**

<u>Debt Type</u>	<u>Series</u>	<u>Interest Rate(s)</u>	<u>Date of Maturity</u>	<u>Original Issuance</u>	<u>Unspent Proceeds</u>	<u>Debt Issuances Maturity Info</u>		
						<u>Principal Budgeted This FY</u>	<u>Balance After This FY Principal</u>	<u>Total Outstanding As of March 31, 2016</u>
<u>GENERAL FUND</u>								
General Obligation Refunding Bonds	2015B	2% - 5%	8/15/2021	\$ 9,120,000	\$ -	\$ 1,680,000	\$ 7,440,000	\$ 9,120,000
Certificates of Obligation	2016	2% - 5%	8/15/2036	14,290,000	-	-	14,290,000	14,290,000
				<u>\$ 23,410,000</u>	<u>\$ -</u>	<u>\$ 1,680,000</u>	<u>\$ 21,730,000</u>	<u>\$ 23,410,000</u>
<u>INTERNATIONAL BRIDGE</u>								
Tax & Bridge Revenue Refunding	2015A	2% - 5%	8/15/2022	\$ 4,440,000	\$ -	\$ 605,000	\$ 3,835,000	\$ 4,440,000
				<u>\$ 4,440,000</u>	<u>\$ -</u>	<u>\$ 605,000</u>	<u>\$ 3,835,000</u>	<u>\$ 4,440,000</u>
<u>WATER & SEWER</u>								
Revenue Bonds CWSRF	2007	2.90%	9/1/2027	\$ 29,000,000	\$ -	\$ 1,030,000	\$ 21,435,000	\$ 22,465,000
Revenue Bonds DWSRF	2007A	2.35%	9/1/2027	13,310,000	-	475,000	10,320,000	10,795,000
Revenue Bonds NADBank	2007B	3.75%	9/1/2027	10,000,000	237,895	460,000	6,330,000	6,790,000
Revenue Refunding Bonds	2008	3.60%	9/1/2018	6,430,000	-	815,000	495,000	1,310,000
Revenue Bonds DWSRF	2013	2.71%	9/30/2042	8,725,000	8,028,360	255,000	7,960,000	8,215,000
Revenue Bonds DWSRF	2015	4.01%	9/1/2035	1,762,000	-	70,000	1,692,000	1,762,000
				<u>\$ 69,227,000</u>	<u>\$ 8,266,255</u>	<u>\$ 3,105,000</u>	<u>\$ 48,232,000</u>	<u>\$ 51,337,000</u>
<u>CDBG- HUD SECTION 108</u>								
\$5,600,000 HUD Section 108	2011	2.00%	8/1/2031	\$ 5,600,000	\$ -	\$ 294,000	\$ 4,424,000	\$ 4,718,000
				<u>\$ 5,600,000</u>	<u>\$ -</u>	<u>\$ 294,000</u>	<u>\$ 4,424,000</u>	<u>\$ 4,718,000</u>
<u>PPFC # 1</u>								
Frost Bank Promissory Note	N/A	3.25%	9/30/2016	\$ 15,000,000	\$ -	\$ 600,000	\$ 9,829,881	\$ 9,829,881
				<u>\$ 15,000,000</u>	<u>\$ -</u>	<u>\$ 600,000</u>	<u>\$ 9,829,881</u>	<u>\$ 9,829,881</u>
<u>PEDC</u>								
Certificates of Obligation***	2012	4.00%	8/15/2032	\$ 7,625,000	\$ -	\$ 305,000	\$ 6,415,000	\$ 6,720,000
				<u>\$ 7,625,000</u>	<u>\$ -</u>	<u>\$ 305,000</u>	<u>\$ 6,415,000</u>	<u>\$ 6,720,000</u>
City-Wide Total				<u>\$ 125,302,000</u>	<u>\$ 8,266,255</u>	<u>\$ 6,589,000</u>	<u>\$ 94,465,881</u>	<u>\$ 100,454,881</u>

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

CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF March 31, 2016

Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Payments - P&I	
							Monthly	Annual
1- SunTrust	10/11	7 Yrs	11/30/2017	2.42%	\$ 2,921,720	\$ 476,152	\$ 69,747	\$ 278,987
<i>Distribution/Owners:</i>		General Fund	55.50%		\$ 1,621,582	\$ 264,269	\$ 38,710	\$ 154,840
		Paving & Drainage	24.79%		724,211	118,025	17,288	69,153
		Utility Fund	11.77%		343,927	56,050	8,210	32,841
		Golf Fund	7.94%		232,000	37,809	5,538	22,153
2- SunTrust	11/12	5 Yrs	2/28/2017	1.61%	\$ 1,100,150	\$ 208,394	\$ 17,792	\$ 213,505
<i>Distribution/Owners:</i>		General Fund	53.91%		\$ 593,150	\$ 112,345	\$ 9,592	\$ 115,101
		Paving & Drainage	29.91%		329,000	62,331	5,322	63,859
		Golf Fund	16.18%		178,000	33,718	2,879	34,545
3- UsBancorp	12/13	5 Yrs	12/31/2017	1.01%	\$ 832,120	\$ 296,051	\$ 14,229	\$ 170,749
<i>Distribution/Owners:</i>		General Fund	87.02%		724,111	257,623	12,382	148,586
		Golf Fund	12.98%		108,009	38,427	1,847	22,163
4- UsBancorp	13/14	7 Yrs	1/31/2020	1.76%	\$ 2,097,840	\$ 1,475,806	\$ 26,558	\$ 318,696
<i>Distribution/Owners:</i>		General Fund	97.50%		2,045,394	1,438,911	25,894	310,729
		Garage Fund	2.50%		52,446	36,895	664	7,967
5- UsBancorp	13/14	5 Yrs	1/31/2019	1.33%	\$ 335,860	\$ 193,062	\$ 5,789	\$ 69,472
<i>Distribution/Owners:</i>		General Fund	100.00%		335,860	193,062	5,789	69,472
6- BB&T	14/15	7 Yrs	5/30/2022	2.00%	\$ 480,000	\$ 426,196	\$ 6,114	\$ 73,363
<i>Distribution/Owners:</i>		General Fund	100.00%		480,000	426,196	6,114	73,363
7- LoneStar Nat'l Bank	12/13	6 Yrs	11/15/2019	4.50%	\$ 4,642,500	\$ 2,634,988	\$ 74,434	\$ 893,208
<i>Distribution/Owners:</i>		PEDC 4B	100.00%		4,642,500	2,634,988	74,434	893,208
8- LoneStar Nat'l Bank	12/13	7 Yrs	5/1/2020	PAID 4.50%	\$ 4,250,000	\$ -	\$ -	\$ -
<i>Distribution/Owners:</i>		General Fund	100.00%		4,250,000	-	-	-
9- First Security Fincnce Inc.	15/16	10 Yrs	1/14/2026	3.69%	\$ 2,685,000	\$ 2,685,000	\$ 27,162	\$ 325,947
<i>Distribution/Owners:</i>		General Fund	100%		2,685,000	2,685,000	27,162	325,947
		General Fund			\$ 12,735,097	\$ 5,377,407	\$ 125,643	\$ 1,198,037
		Paving & Drainage			1,053,211	180,355	22,610	133,012
		Utility Fund			343,927	56,050	8,210	32,841
		Golf Fund			518,009	109,955	10,264	78,861
		Garage Fund			52,446	36,895	664	7,967
		PEDC			4,642,500	2,634,988	74,434	893,208
		City-Wide Total			\$ 19,345,190	\$ 8,395,650	\$ 241,825	\$ 2,343,926

CITY OF PHARR, TX
Investment Report Summary
March 31, 2016

COMPLIANCE

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

LIQUIDITY

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

CHANGE IN BOOK AND MARKET VALUE

The investment book value was roughly \$90.1 million and had increased by approximately \$22.2 million from the previous quarter. This increase was expected during this quarter due to an increase in property tax collections.

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

PORTFOLIO YIELD

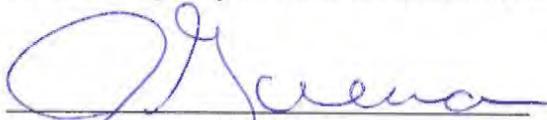
The portfolio yield of .20% was lower than the benchmark yields on the six-month T-Bill and Average Federal Funds Rate, which were 0.25% and 0.38% respectively (per Federal Reserve website yield postings). The spread between the portfolio yield and the benchmark yield is mainly due to the depository's unfavorable interest rate. Safety and liquidity is a greater concern than yield.

INVESTMENT MATURITIES/PURCHASES

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

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

Presented by City of Pharr Investment Officers:



Juan G. Guerra, City Manager



Karla Moya, Finance Director

CITY OF PHARR, TX
Detailed Investment Report
As of March 31, 2016

Investment	Par	VALUES - December 31, 2015		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES March 31, 2016		
		Book	Market	Purchases/ Withdrawals	Accruals/ Amortizations	Purchases & Withdrawals	Change In Market Price	Book	Market	
DEMAND DEPOSITS										
<i>Pooled Cash:</i>										
Depository Bank - Pooled Cash	\$ 25,476,231	\$ 25,476,231	\$ 25,476,231	\$ 20,130,104	\$ -	\$ 20,130,104	\$ -	\$ 45,606,335	\$ 45,606,335	
<i>Non - Pooled Cash:</i>										
Depository Bank - General	1,176,814	1,176,814	1,176,814	407,492	-	407,492	-	1,584,306	1,584,306	
Depository Bank - Utility	9,933,379	9,933,379	9,933,379	641,831	-	641,831	-	10,575,210	10,575,210	
Depository Bank - Bridge	4,629,585	4,629,585	4,629,585	(35,925)	-	(35,925)	-	4,593,659	4,593,659	
Depository Bank - Other	26,731,997	26,731,997	26,731,997	1,012,499	-	1,012,499	-	27,744,497	27,744,497	
	<u>\$ 67,948,006</u>	<u>\$ 67,948,006</u>	<u>\$ 67,948,006</u>	<u>\$ 22,156,000</u>	<u>\$ -</u>	<u>\$ 22,156,000</u>	<u>\$ -</u>	<u>\$ 90,104,007</u>	<u>\$ 90,104,007</u>	
CERTIFICATES OF DEPOSIT										
Certificates of Deposit - General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Certificates of Deposit - Bridge	-	-	-	-	-	-	-	-	-	
Certificates of Deposit - Hotel	-	-	-	-	-	-	-	-	-	
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
INVESTMENT POOLS										
Tex-Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TexStar - Utility	-	-	-	-	-	-	-	-	-	
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
SECURITY INVESTMENTS										
--	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
--	-	-	-	-	-	-	-	-	-	
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
	<u>\$ 67,948,006</u>	<u>\$ 67,948,006</u>	<u>\$ 67,948,006</u>	<u>\$ 22,156,000</u>	<u>\$ -</u>	<u>\$ 22,156,000</u>	<u>\$ -</u>	<u>\$ 90,104,007</u>	<u>\$ 90,104,007</u>	

CITY OF PHARR, TX
Comparison of Portfolio to Policy Limits
As of March 31,2016

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

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

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

CITY OF PHARR, TX
Market Value Analysis
As of March 31,2016

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2015	\$	67,948,006
 <u>INVESTMENT ACTIVITY:</u>		
Purchases	-	
Maturities - Accrued	-	
Net Changes in Market Price	-	
		-
 Bank and Pooled Investment Deposits/(Withdrawals) - Net		22,156,000
 ENDING VALUE-March 31, 2016	 \$	 90,104,007

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - December 31, 2015</u>		
Market Value	67,948,006	
Book Value	67,948,006	
 Ratio of Market Value to Book Value		 100.00%
 <u>ENDING VALUE-March 31, 2016</u>		
Market Value	90,104,007	
Book Value	90,104,007	
 Ratio of Market Value to Book Value		 100.00%

CITY OF PHARR, TX
Calculation of Weighted Average Maturity and Yield
As of March 31, 2016

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank - Pooled Cash	\$ 45,606,335	\$ 45,606,335	1	0.20%	50.62%
Depository Bank - General	1,584,306	1,584,306	1	0.20%	1.76%
Depository Bank - Utility	10,575,210	10,575,210	1	0.20%	11.74%
Depository Bank - Bridge	4,593,659	4,593,659	1	0.20%	5.10%
Depository Bank - Other	<u>27,744,497</u>	<u>27,744,497</u>	1	0.20%	<u>30.79%</u>
	\$ 90,104,007	\$ 90,104,007			100.00%
Certificates of Deposit					
Certificates of Deposit - General	\$ -	\$ -	0	0.00%	0.00%
Certificates of Deposit - Bridge	-	-	0	0.00%	0.00%
Certificates of Deposit - Hotel	-	-	0	0.00%	0.00%
	<u>\$ -</u>	<u>\$ -</u>			<u>0.00%</u>
Investment Pools					
Tex-Pool	\$ -	\$ -	0	0.00%	0.00%
TexStar - Utility	-	-	0	0.00%	0.00%
	<u>\$ -</u>	<u>\$ -</u>			<u>0.00%</u>
Federal Securities and Notes					
--	\$ -	\$ -	0	0.00%	0.00%
--	-	-	0	0.00%	0.00%
	<u>\$ -</u>	<u>\$ -</u>			<u>0.00%</u>
TOTAL	<u><u>\$ 90,104,007</u></u>	<u><u>\$ 90,104,007</u></u>			<u><u>100.00%</u></u>

Weighted Average Maturity

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

Weighted Average Yield

Weighted Average Yield	0.20%
Weighted Average Yield - Operating (excluding depository bank)	0.20%
Average Fed Fund Rate at March 31, 2016	0.25%
Yield to Maturity of 6 month T-Bill at March 31, 2016 (secondary markets)	0.38%

CITY OF PHARR, TX
Year To Date Investment Transaction Report
As of March 31, 2016

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Investment #</u>	<u>Purchased From</u>	<u>Principal Purchase Price</u>	<u>Market/Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
Total Purchases				\$ <u> -</u>	\$ <u> -</u>		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Investment #</u>	<u>Matured From</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
Total Maturities				\$ <u> -</u>	\$ <u> -</u>		

City of Pharr
Depository Security Collateral Analysis

	<u>JANUARY 2016</u>		<u>FEBRUARY 2016</u>		<u>MARCH 2016</u>	
	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>
Depository Bank - Pooled Cash	\$ 29,493,720	\$ 28,355,048	\$ 31,389,106	\$ 31,389,106	\$ 45,606,335	\$ 45,606,335
Depository Bank - General	1,197,832	991,133	1,066,339	1,065,273	1,631,428	1,584,306
Depository Bank - Utility	10,169,611	9,681,503	11,114,175	10,588,891	10,785,319	10,575,210
Depository Bank - Bridge	4,695,124	4,561,757	4,672,843	4,627,943	4,677,568	4,593,659
Depository Bank - Other	28,012,492	26,768,659	28,258,477	26,521,968	29,040,142	27,744,497
Depository Bank-PEDC	499,992	499,992	667,170	628,514	783,925	748,215
	\$ 74,068,771	\$ 70,858,092	\$ 77,168,109	\$ 74,821,696	\$ 92,524,717	\$ 90,852,221
LSNB - Balance	\$ 74,068,771	\$ 70,858,092	\$ 77,168,109	\$ 74,821,696	\$ 92,524,717	\$ 90,852,221
Collateral - LSNB	\$ 76,708,631	\$ 76,708,631	\$ 78,058,631	\$ 78,058,631	\$ 96,678,415	\$ 96,233,525
Over / (Under) collateral	\$ 2,639,860	\$ 5,850,538	\$ 890,522	\$ 3,236,935	\$ 4,153,698	\$ 5,381,304
Percent of balance	3.6%	8.3%	1.2%	4.3%	4.5%	5.9%



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MEMORANDUM

DATE: May 10, 2016
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director

ew

SUBJECT: DELINQUENT TAX UPDATE FOR FISCAL YEAR 2014.2015

ISSUE

Delinquent Tax Attorneys report and present to City Commission on an annual basis the Delinquent Tax Collection Activity for Fiscal Year. **Linebarger Goggan Blair & Sampson, LL** will provide presentation if requested.

FINANCIAL CONSIDERATION

N/A

STAFF RECOMMENDATION

N/A

ALTERNATIVES

N/A

Please let me know if you have any questions on this or you want more detail

THANK YOU

Karla Moya

Finance Director

City of Pharr

Phone. 956-402-4150 Ext. 1907

REC'D CC	<i>[Signature]</i>
MAY 10 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



Delinquent Tax Collection Report

Linebarger Goggan Blair & Sampson, LLP

205 S. Pin Oak Avenue, Edinburg, Texas 78539

Phone: 956-383-4500

Fax: 956-383-7820

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 S Pin Oak Dr.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500

Facsimile: (956) 383-7820

Mr. Ambrosio "Amos" Hernandez, Mayor
Mr. Eleazar Guajardo, Commissioner
Mr. Roberto "Bobby" Carrillo, Commissioner
Mr. Oscar Elizondo, Jr., Commissioner
Mr. Edmund Maldonado, Jr., Commissioner
Mr. Ricardo Medina, Commissioner
Mr. Mario A. Bracamontes, Commissioner
City of Pharr
PO Box 1729
Pharr, TX 78577

RE: First Quarter Delinquent Tax Collection for October 1, 2015 through March 31, 2016

Dear Mayor Hernandez and City Commission:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of the City of Pharr. Our collection results, as noted herein, indicate our efforts continue to be successful for the City of Pharr.

Please know that we truly appreciate the opportunity to represent the City of Pharr on all delinquent ad valorem tax matters. As always, we will continue to provide the City of Pharr with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Cano", written in a cursive style.

Michael Cano
Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH

- *Demand Mailings*
- *Litigation Statistics*
- *Taxpayer Contact*
- *Personal Visits*
- *Constable's Sales*

The delinquent tax collection program for the City of Pharr continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to City of Pharr and use the tool of litigation as a final option.

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their City of Pharr taxes of their delinquency. During the course of a reporting period, we will send delinquent notices, with varying degrees of intensity to the delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

Five (5) mailings completed targeting 5,906 accounts representing an average of \$516,786 dollars in delinquent taxes, penalties and interest per mailing.

LITIGATION SUMMARY

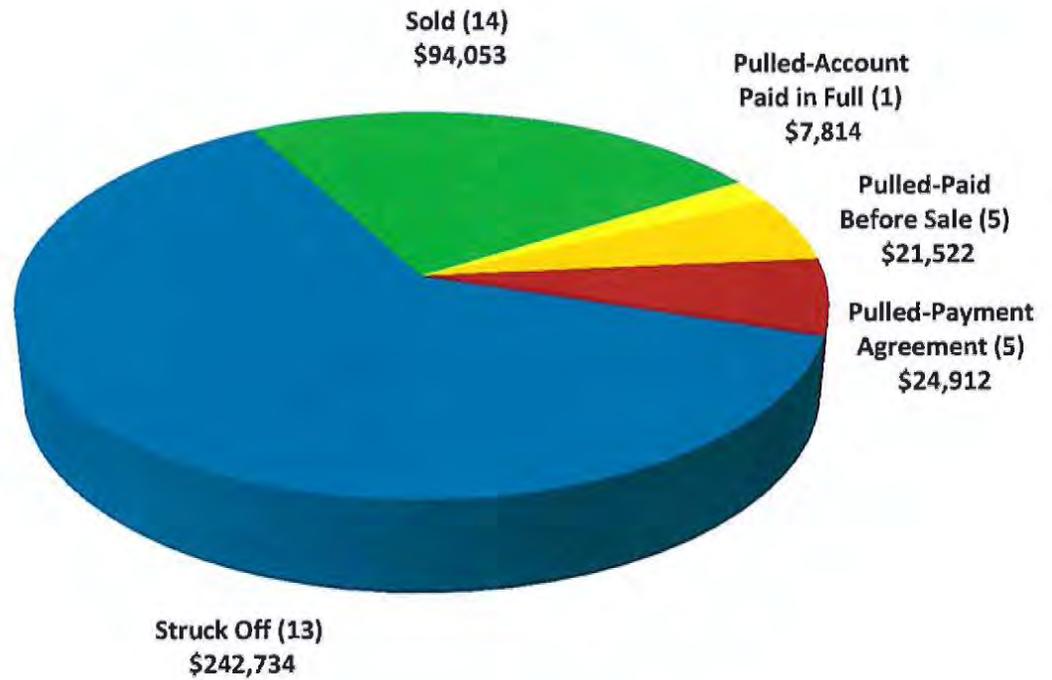
Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties including all lien holders, are identified and served with notice of the lawsuit.

- Taxpayer Contact*
- *Over 1,613 Taxpayer Calls*
 - *130 Pay Off Requests*
 - *126 Property Visits Conducted*
 - *396 Taxpayer Walk-Ins*

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits/Interventions Filed	50	\$69,691
• Judgments Taken	45	\$83,228
• Dismissed Suits	44	\$81,789
• Tax Warrants	5	\$6,188
• Pending Litigation of April 2016	404	\$633,957

Tax Sale Activity

Our Office regularly monitors all judgments we take on behalf of the City of Pharr. During this reporting period, two (2) tax sales were conducted placing thirty eight (38) properties for sale.



Tax Resale Program

Our resale program for struck-off properties to the taxing entities and then sold at auction is part of our successful collection program conducted on behalf of the City of Pharr. At our expense, the firm markets these struck-off properties through newspaper advertising, our firm’s website, www.lgbs.com; a mailing list maintained by our office and conducts a resale of these properties struck-off throughout the year.

BANKRUPTCY CLAIMS FILED

City of Pharr is represented in all bankruptcies involving a delinquent taxpayer in your jurisdiction. Representation includes filing claims, monitoring the bankruptcy process, attending hearings, engaging in active litigation and doing everything to protect and maximize the City of Pharr's interest. Our program identifies accounts dismissed and discharged from bankruptcy that are now ready for collection or law suit.

All Bankruptcy Pending

CH. 7	18	\$28,664
Ch. 11	14	\$79,808
Ch. 13	92	\$275,747
Total	124	\$384,219

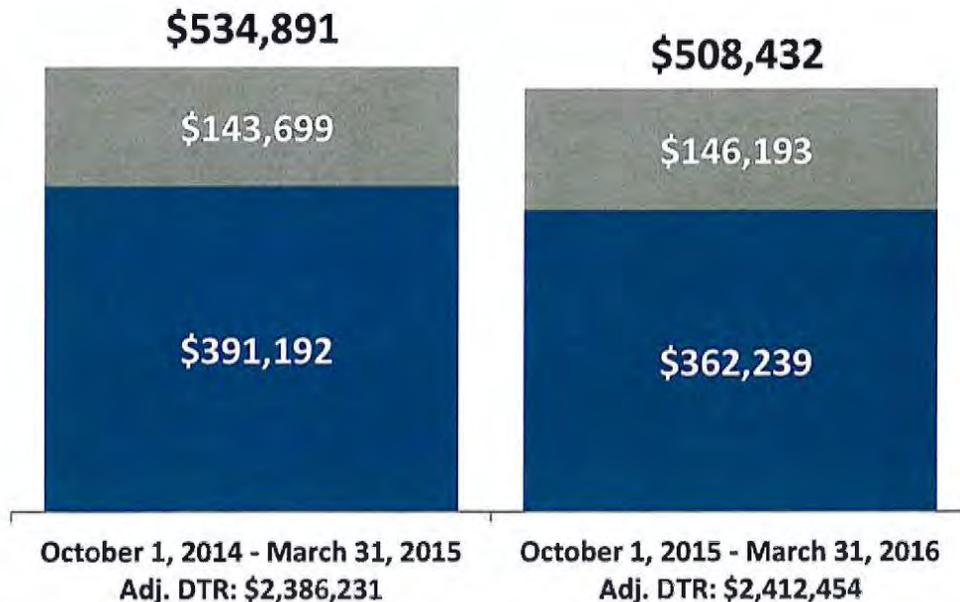
Chapter Seven: Complete liquidation of a debtor's non-exempt assets.

Chapter Eleven: This allows a Corporation to devise a plan to reorganize its debts and obligations to allow extended repayment of its creditors.

Chapter Twelve: Same as Chapter 13, but specifically designed for agricultural businesses.

Chapter Thirteen: Entitled "Adjustment of Debts of an Individual with Regular Income," permits a person to retain that amount of earned income necessary for living expenses while paying the court the remainder to be distributed among the individual's creditors to pay off debts on an installment basis.

COLLECTION HIGHLIGHTS



Source: Hidalgo Co. Tax Office

FUTURE OVERVIEW

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next reporting period we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City.

Mailing Program

For this reporting period, we have scheduled mailings on behalf of the City of Pharr for the following months:

May 2016

July 2016

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment.

Execution of the work plan established for the City of Pharr will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.



MEMORANDUM

DATE: May 11, 2016
TO: Juan G. Guerra, City Manager
FROM: Roy Garcia, Public Works Director

SUBJECT: Pharr Environmental Sustainability Scholarship

ITEM:

City Manager's Administrative Report:

FINANCIAL CONSIDERATION:

\$1,000 scholarship winner sponsored by Metallic Resources

STAFF RECOMMENDATION:

Public Works staff to introduce the program in regards to promoting academic and personal excellence in the area of sustainability as it pertains to the environment. Staff will publicly announce the winning recipient, a South Pharr resident with a check in the amount of \$1,000.00 for the college of her choice. Scholarship sponsorship is provided by Metallic Resources.

REC'D	<i>[Signature]</i>
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



Pharr Recycling Center

Keeping Pharr Beautiful. Starts at Home

**Pharr
Public Works**

**\$1,000 SUSTAINABILITY SCHOLARSHIP APPLICATION
DEADLINE: POSTMARKED APRIL 22, 2016, EARTH DAY**

The goal of the Pharr Sustainability Scholarship is to promote academic and personal excellence in the area of sustainability as it pertains to the environment. Encouragement of leadership throughout the student's senior year will enable students to continue their academic and professional pursuits with a greater awareness of the environment and humanity's role in helping to preserve it for future generations. Student will receive recognition for his or her efforts during the Pharr City Commissioners meeting in May as well as a scholarship for \$1,000 to be used for the college of their choice. Scholarship sponsorship is provided by Metallic Resources.

The following minimum criteria must be met:

- High achieving full-time senior at the time of application
- 3.0 or higher cumulative grade point average
- Demonstrated personal activities and/or support for the goals of environmental sustainability
- Actively involved in community programs specifically environmental programs or community cleanup programs (Operation Clean Sweep or related)
- Student must have an interest in Environmental Studies, Engineering and/or Sustainability Studies Program
- Financial need may be taken into account
- Letter of support from at least 2 mentors or teachers supporting student's intent to apply

Please type (preferable) or print very clearly

Name _____

Full Current Mailing Address _____

Phone number(s) _____

Email Address (Please make this very clear) _____

Cumulative Grade Point Average _____

Name of Student _____

By signing this application, (signature) _____

I affirm that I have participated in the activities at my school or within my community and shown the leadership qualities required by the Sustainability Scholarship of the City of Pharr, Recycling Center with the support of the recycling center.

Please respond to the following questions in regard to Sustainability and how it relates to your life, studies, and work/volunteer experiences.

1. In 500 words or less, describe in your own words what "Sustainability and the Environment" means and what is meant by "minimizing one's individual, community and global footprints?"

2. Include a detailed list of school and/or community activities that you have been involved in, that have allowed you to develop your leadership skills that relate to "Sustainability and the Environment."

Write a paragraph that describe your plans to continue these skills/activities?

3. Please have at least two people (no more than three) write a letter of support that directly refers to the leadership roles you describe in your essay and/or your demonstrated commitment to the philosophy and goals of sustainability.

4. Submit all documentation postmarked by April 22, 2016 in person to Pharr Public Works, 1015 E. Ferguson Ave. Pharr Tx 78577 or by email application by 4pm April 22, 2016 to grace.gonzales@pharr-tx.gov. Go to www.pharrgreenstars.com for more information.



**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 2, 2016 AT 5:00 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 2, 2016 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Edmund Maldonado
Comm. Ricardo Medina
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Pro-Tem Oscar Elizondo, Jr.

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, Events Center Dir.
Karla Moya, Finance Director
Anali Cantu, HR Director
Ruben Villescas, Police Chief
Lenny Perez, Fire Chief
Melanie Cano, Development Services
Roy Garcia, Public Works Director
Roel Garza, Parks & Rec. Director
David Garza, Public Utilities Director
Raul Garza, CDBG Director
Roel Garza, Parks & Rec. Dir.
Adolfo Garcia, Library Director
Jason Arms, IT Director
Luis Bazan, Bridge Director
Sergio Contreras, PEDC Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1 CALL TO ORDER:

Mayor Hernandez called the meeting to order at 5:02 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. Medina moved to excuse Comm. Elizondo. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

Comm. Carrillo was not present at the time of roll call but arrived at 5:06 p.m.

B) PLEDGE OF ALLEGIANCE / INVOCATION

Juan Guerra, City Manager, led in the pledge of allegiance and Pastor Magallan said the prayer.

Comm. Carrillo arrived at this time being 5:06 p.m.

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

Charlie Gagen, American Cancer Society Cancer Action Network, spoke against the proposed smoking ordinance. He stated they did not support the ordinance as it did not protect workers from secondhand smoke. He further stated fifty cities in Texas had comprehensive smoke-free laws and asked the Commission to amend the proposed ordinance to include 100% smoke-free indoor workplace.

Jerry Saavedra, American Heart Association, also spoke against the proposed smoke ordinance. He stated secondhand smoke is a leading risk factor for heart disease, stroke and cancer, and urged the Commission to support an ordinance that makes all indoor workplaces in Pharr smoke-free, including bars and restaurants. Lastly, he mentioned there would be no negative impact on businesses.

Rosalie Tristan, spoke as a mother, and stated she lost her daughter last year as a result of secondhand smoking. Her daughter was working in a restaurant bar as a bartender for seven years and died of a stroke. Ms. Tristan asked the Commission to make the ordinance a comprehensive 100% smoke-free ordinance.

Gilda Bowen, shared a video about bars and restaurants owners in communities across Texas who were concerned about how local non-smoking ordinances would affect their businesses but found no harm to business after the bans were implemented.

ITEM 2 PROCLAMATIONS:

A) PRESENTATION OF PROCLAMATION PROCLAIMING ECONOMIC DEVELOPMENT WEEK

Mayor Hernandez read proclamation proclaiming the week of May 8-14, 2016 as Economic Development Week in Pharr and presented proclamation to Sergio Contreras, PEDC II Director. Mr. Contreras stated they would be hosting a reception for

their business partners on Wednesday, May 11, 2016 to celebrate economic development week. In addition, on Friday, May 13, 2016 they would be hosting a lunch and learn seminar for trade partners that utilize the Pharr International Bridge.

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) CONSULTANTS QUARTERLY REPORT**
- C) PRESENTATION BY PSJA ISD ON SUMMER MEALS PROGRAM**
- D) 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. There were no questions.

Juan Guerra, City Manager, introduced the consultants quarterly report and stated reports were in their packets. There were no questions.

Juan Guerra, City Manager, called upon PSJA ISD representative for presentation on the summer meals program.

Imelda Palacios, Child Nutrition Director, went over their summer feeding program and stated they would be providing free meals for children of our community at several sites in the PSJA area. Ms. Palacios also spoke on the Texas Department of Agriculture's Summer Nutrition Programs Mayor's Challenge and encouraged the Commission to create awareness in the community to support their program.

Juan Guerra, City Manager, reported on upcoming city events. He stated a hair expo event would take place on May 2, 2016 and a Marisela concert on May 7, 2016 at the Boggus Ford Events Center. Mr. Guerra announced the National Day of Prayer would take place on Thursday, May 5, 2016 at 12:00 noon at City Hall and the Walk of Faith at 6:30 pm starting at Ashley's Furniture and ending at the PAL Building. He also reported a ribbon cutting for the Pharr Community Theater would take place on May 1, 2016 at 6:00 p.m. at 213 W. Newcombe Avenue.

Juan Guerra, City Manager, further announced the opening of the Pharr Aquatic Center would be Saturday, May 28, 2016. He also announced Public Works Department would be celebrating National Public Works Week from May 16, 2016 thru May 20, 2016 and extended an invitation to all to visit their facility.

At this time, Mr. Guerra recognized the PAL/PJSA Adelitas Rugby Team for winning the state championship this past weekend. He also announced the coaches were nominated as 2016 Rugby Texas Coaches of the Year and congratulated them and the team members for a job well done.

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 APRIL 18, 2016 – REGULAR CALLED MEETING**
- B) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PORT OF BROWNSVILLE FOR THE USE OF TWO TROLLEYS FOR THEIR 80TH ANNIVERSARY EVENT ON SATURDAY, MAY 14, 2016 FROM 10:00 A.M. TO 4:00 P.M. (ADMINISTRATION)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM CITY OF ALAMO FOR THE USE OF FOUR (4) ELECTRICAL JUNCTION BOXES FOR THEIR 4TH ANNUAL WATERMELON FESTIVAL (PUBLIC WORKS)**
- D) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE RIO GRANDE VALLEY LITERACY CENTER FOR POLICE ASSISTANCE FOR THEIR ANNUAL BOOTS AND BLING FUNDRAISER ON THURSDAY, MAY 5, 2016 AT LA PLACITA EVENT CENTER (POLICE)**
- E) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PJSJ EARLY COLLEGE HIGH SCHOOL FOR THE USE OF THE TIERRA DEL SOL GOLF COURSE AND WAIVE THE GREEN FEES FOR THEIR 2ND ANNUAL PSJA ECHS BEAR SCHOLARSHIP CLASSIC GOLF TOURNAMENT ON MAY 7, 2016 (PARKS & REC)**
- F) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD AND CAREER AND TECHNICAL STUDENT ORGANIZATION (CTSO) FOR THE USE THE TIERRA DEL SOL BANQUET ROOM FOR THEIR SKILLSUSA AWARDS BANQUET ON FRIDAY, MAY 13, 2016 FROM 5:00 P.M. TO 9:00 P.M. (PARKS & REC.)**
- G) **CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF A HAZARDOUS MATERIAL TRAILER FROM THE COUNTY OF HIDALGO (FIRE)**
- H) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR FY 2015-2016 ASPHALT OIL MATERIAL FOR PUBLIC WORKS PAVING PROJECTS (ENGINEERING)**
- I) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR ASPHALT AND OIL MINERALS FOR MARIGOLD LANE AND LARKSPURS LANE (ENGINEERING)**

- J) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR DOWNTOWN LIGHTING PROJECT –US BUSINESS 83 TO POLK AVENUE (ENGINEERING)**
- K) **CONSIDERATION AND ACTION, IF ANY, ON SPONSORSHIP IN THE AMOUNT OF \$2,968.75 FOR ASOCIACION DE AGENTES ADUANALES DE REYNOSA GUAYABERA (BRIDGE)**
- L) **CONSIDERATION AND ACTION, IF ANY, ON MEMBERSHIP RENEWAL IN THE AMOUNT OF \$2,500 FOR BORDER TRADE ALLIANCE (BTA) BRONZE PLUS LEVEL (BRIDGE)**
- M) **SECOND PUBLIC HEARING: SOLICITATION OF COMMENTS ON THE DESIGNATION OF EVERGREEN COLD STORAGE, LLC AS A TEXAS ENTERPRISE ZONE PROJECT (PEDC)**
- N) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DESIGNATING EVERGREEN COLD STORAGE, LLC AS A TEXAS ENTERPRISE ZONE PROJECT (PEDC) 2ND READING**
- O) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-96-35, CHAPTER 62 – HEALTH AND SANITATION TO ADD SMOKING REGULATIONS (DEV. SERVICES) 2ND READING**
- P) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO PARTICIPATE IN THE TEXPOOL INVESTMENT POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES (FINANCE)**
- Q) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING POLICE DEPARTMENT TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HIDALGO COUNTY SHERIFF’S OFFICE FOR FY 2016 OPERATION STONEGARDEN GRANT FUNDS (POLICE)**
- R) **CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH VALLEY IT SOLUTIONS, INC., FOR NETWORK MAINTENANCE AND SUPPORT FOR E-RATE EQUIPMENT (LIBRARY)**
- S) **CONSIDERATION AND ACTION, IF ANY, ON SERVICE AGREEMENT WITH SMARTCOM TELEPHONE, LLC FOR INTERNET SERVICES AT THE PHARR MEMORIAL LIBRARY (LIBRARY)**
- T) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE THE SALE OF PROPERTY LEGALLY DESCRIBED AS BEING A 288,728 SQUARE FOOT OR 6.6283-ACRE TRACT OF LAND OUT OF LOT 226, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY TEXAS – PARCEL 19 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT (DEVELOPMENT SERVICES)**

- U) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE THE SALE OF PROPERTY LEGALLY DESCRIBED AS BEING A 209,020 SQUARE FOOT OR 4.7984-ACRE TRACT OF LAND OUT OF LOT 221, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY TEXAS – PARCEL 8 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT (DEVELOPMENT SERVICES)**
- V) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE THE SALE OF PROPERTY LEGALLY DESCRIBED AS BEING A 18,357 SQUARE FOOT OR 0.4214-ACRE TRACT OF LAND OUT OF LOT 223, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY TEXAS – PARCEL 18 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT (DEVELOPMENT SERVICES)**
- W) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE THE SALE OF PROPERTY LEGALLY DESCRIBED AS BEING A 275,880 SQUARE FOOT OR 6.3333-ACRE TRACT OF LAND OUT OF LOT 223, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY TEXAS – PARCEL 20 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT (DEVELOPMENT SERVICES)**
- X) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:
PUBLIC HEARING:**
1. **ALL SQUARE, INC., REPRESENTED BY MR. RAMIRO ARMENDARIZ, D/B/A JACKIE'S, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS COLONIA SANTA BARBARA, S150' OF LOTS 5-10, BLOCK 1, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 819 WEST FERGUSON. CUP#120419**
 2. **STEPHANIE B. PALACIOS, D/B/A HUKAH SPOT REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOTS 9 & 10, BLOCK 1, AMENDED PLAT OF MAYFAIR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3914 NORTH JACKSON ROAD. CUP#160319**

Juan Guerra, City Manager, opened the two public hearings and stated no one signed up to speak. He recommended to remove items 4O and 4P from the consent agenda.

Comm. Medina **moved** to remove items 4O and 4P. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Juan Guerra, City Manager, recommended approval of items 4A-N and 4Q-X (1-2) under the consent agenda.

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

Resolution No. R-2016-22 is filed with the City Clerk's Office.

O) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-96-35, CHAPTER 62 – HEALTH AND SANITATION TO ADD SMOKING REGULATIONS (DEV. SERVICES) 2ND READING

Juan Guerra, City Manager, introduced the item and stated this was the second reading of the ordinance.

Mayor Hernandez **moved** to amend the ordinance as a comprehensive 100% smoke-free ordinance. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

P) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO PARTICIPATE IN THE TEXPOOL INVESTMENT POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES (FINANCE)

Juan Guerra, City Manager, introduced the item and stated the designated authorized representatives were City Manager, Assistant City Manager, Finance Director, City Clerk, and Commissioner Eleazar Guajardo and recommended approval.

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

Resolution No. R-2016-21 is filed with the City Clerk's Office.

REGULAR AGENDA – OPEN SESSION:

ITEM 5 ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO CAPITAL LEASE FINANCING (FINANCE)

Juan Guerra, City Manager, introduced the item and recommended approval subject to legal review.

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

Resolution No. R-2016-23 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD (PARKS & REC.)

Juan Guerra, City Manager, introduced the item and stated Rebecca Lizcano and Lorena Singh had expressed interest in serving on the board.

Comm. Carrillo moved to appoint Rebecca Lizcano and Lorena Singh to the Parks and Recreation Advisory Board. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2016-24 is filed with the City Clerk's Office.

ITEM 6 ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE (PUBLIC UTILITIES)

Juan Guerra, City Manager, introduced the item and stated staff recommended awarding bid to Evoqua Water Technologies for roughly \$155,000 annually.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PEDC II EXECUTIVE DIRECTOR TO SUBMIT AN APPLICATION FOR RECOGNITION OF EXEMPTION UNDER A SECTION 501 (A) ORGANIZATION (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON ADOPT-A-PARK PROGRAM (PARKS & REC)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

7. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON ENGAGEMENT AGREEMENT BETWEEN CITY OF PHARR AND JOHNSON PETROV LLP FOR LEGAL REPRESENTATION (LEGAL)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT WITH SDI ENGINEERING FOR ADDITIONAL ENGINEERING SERVICES FOR DOWNTOWN LIGHTING PROJECT (ENGINEERING)

Juan Guerra, City Manager, introduced the item and briefly stated additional engineering services were required for providing electrical design plans for the installation of the downtown lights. Lumatec was to provide the electrical design, but since cost went up, they did not want to continue with the project at its initial cost. He further stated staff recommended SDI Engineering.

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

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

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 4 - 8 IN ACCORDANCE WITH THE FOLLOWING BELOW

Mayor Hernandez stated the time being 5:42 p.m.; the Board of Commissioners would be entering a closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

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

Mayor Hernandez stated the time being 6:23 p.m.; the board had completed its closed session and would be resuming the open meeting.

6. ADMINISTRATIVE:

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PEDC II EXECUTIVE DIRECTOR TO NEGOTIATE LOAN UNDER THE PEDC II FOR ECONOMIC DEVELOPMENT PROGRAMS (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

E) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY ORGANIZATION STRUCTURE (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item and stated no action was needed for this item.

7. CONTRACTS/AGREEMENTS:

C) CONSIDERATION AND ACTION, IF ANY, AMENDING CONTRACT WITH RIO REGIONAL INFRASTRUCTURE SERVICES, LLC FOR PROFESSIONAL INFRASTRUCTURE AND LOBBYING SERVICES FOR THE MEXICAN ADUANA IMPROVEMENTS (BRIDGE)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

D) CONSIDERATION AND ACTION, IF ANY, ACCEPTING REAL ESTATE LISTING AGREEMENT FROM BIC REALTY FOR PEDC II PROPERTY LOCATED AT 1206 W. SAM HOUSTON (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

E) CONSIDERATION AND ACTION, IF ANY, ON INCENTIVE AGREEMENT WITH RGV CAREERS (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

8. LEGAL:

A) CONSIDERATION AND ACTION, IF ANY, ON ATTORNEY CONSULTATION CONCERNING LEGAL ACTION AGAINST VECCHIO MOTEL FOR PAST DUE HOTEL/MOTEL TAX (FINANCE)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ATTORNEY CONSULTATION CONCERNING LEGAL ACTION AGAINST COPSYNC, INC. LOAN (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

C) CONSIDERATION AND ACTION, IF ANY, ON LEGAL ACTION ON PROMISSORY NOTE OF SHAY CANTU D/B/A GRIDIRON BURGERS (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:26 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 2nd DAY OF MAY, 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, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



MEMORANDUM

DATE: May 11, 2016
TO: Juan G. Guerra, City Manager
FROM: Roy Garcia, Public Works Director

SUBJECT: Used Tire and Rubber Scrap Disposal Contract

ITEM:

Consideration and action, if any, allowing City Manager to advertise for Used Tire and Rubber Scrap Disposal Services.

FINANCIAL CONSIDERATION:

Budget of \$30,000.00

STAFF RECOMMENDATION:

Staff recommends approval to advertise for services. Existing contract to expire this month.

REC'D *[Signature]*
CC
MAY 11 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS



TABLE OF CONTENTS
INFORMAL REQUEST FOR WRITEN
PRICE QUOTATIONS
FOR THE SERVICE OF

**USED TIRES & RUBBER SCRAP REMOVAL &
DISPOSAL/RECYCLING SERVICES**

PAGE	1	LETTER TO RESPONDENTS
PAGE	2	NOTICES TO BIDDERS
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PAGES	10-11	SPECIFICATIONS
PAGES	12-13	BID FORM
PAGES	14	GENERAL CONDITIONS OF AGREEMENT

May 11, 2016

RE: **Project # _____**
Service Contract for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services

Sir/Madam:

This letter serves to officially inform you that the City of Pharr, Public Works Department (Recycling Center) is inviting your company to participate in submitting sealed informal written quotations for the above referenced project.

Enclosed please find an Informal Request for a Written Price Quotation. Please note that the deadline for all proposals is _____

All proposals are to be addressed to **Juan Guerra, City Manager**, and turned in to City Clerk's Office on the 4th floor, 118 S. Cage, Pharr TX 78577.

We would like to take this opportunity to thank you for your interest in our great City of Pharr.

NOTICE TO BIDDERS

The City of Pharr will receive **SEALED BIDS** addressed to **Juan Guerra, City Manager**, and submitted to the City Clerk's Office located on the 4th floor, 118 S. Cage, Pharr TX 78577 until **2:00pm** on _____ for **Used Tires and Rubber Scrap Removal and Disposal/Recycling Services**. All submitted bids will be gathered and taken to the City Council Conference Room, 2nd floor to be publicly opened and read out loud. Any bid received after the closing time will not be accepted and returned to the bidder unopened. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall be closed on recognized holidays. *Envelopes must be clearly marked.*

SERVICE CONTRACT FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL / RECYCLING SERVICES BID No. _____

Specifications, Proposal Forms and Contract Documents may be viewed at Pharr City hall, City Clerk's Office located on the 4th floor, 118 South Cage, Pharr Texas, 78577 or may be obtained by interested parties at no cost. Questions concerning this bid may be directed to Roy Garcia, Public Works Director, by calling (956) 402-4350 or via email roy.garcia@pharr-tx.gov.

The City of Pharr, Public Works Department (Recycling Center) reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Hand-deliver Bids: City Clerk's Office, City Hall 4th floor

If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr Tax 78577, City Clerk's Office

Mail Bids: 118 S. Cage, Pharr, TX 78577, City Clerk's Office

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas or certified cashier's check, payable to the City of Pharr, for the amount equivalent to five percent (5%) of the total bid shall accompany the bid as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Pharr.

City of Pharr, Public Works Department (Recycling Center)
INSTRUCTIONS TO BIDDER

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the service offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the service be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a Service Contract for the following: **USED TIRES & RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICES**

INTENT

(2) All specifications shown are at least bare minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF INFORMAL WRITTEN PRICE QUOTATION

(3) Informal Written Price Quotations shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each informal written price quotation must be completely filled out and submitted in **DUPLICATE FORM** (One (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**", complete with all supporting documentation). Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of Pharr, Public Works before opening day and hour.

Hand-deliver Bids: 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)
Mail Bids: 118 S. Cage, Pharr, Texas 78577(City Clerk's Office, 4th floor)

PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(4) Informal Written Price Quotations MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing the bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDER (continued):

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Informal written price quotations CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No informal written price quotation may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr, Public Works Department.

SALES TAX

(6) STATE SALES TAX MUST NOT BE INCLUDED IN BID.

SUBSTITUTIONS

(7) No substitutions or cancellations permitted without written approval of City of Pharr, Public Works Department.

NO BID RESPONSE

(8) If unable to submit a quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of Pharr, Public Works Department (Recycling Center) to remove non-responsive bidders from bidder's list.

SINGLE BID

(9) The City of Pharr, Public Works Department (Recycling Center) reserves the right to extend the due date, of any informal request(s) for price quotation(s), when a single bid/proposal is received or when in the best interest of the City of Pharr, Public Works Department (Recycling Center).

VARIATIONS

(10) Any additions, deletions, or variations from the following specifications must be noted. Any things not specifically mentioned which are necessary for the service to be complete or which is normally furnished as a standard shall be furnished by the successful bidder.

EXCEPTIONS

(11) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications if unable to do so in bid form.

DELAY

(12) When delay can be foreseen, Bidder shall give prior notice to the City of Pharr, Public Works Department (Recycling Center). Bidder must keep City of Pharr, Public Works Department advised at all times of status of service. Default in promised time frame to have service completed (without acceptable reasons) or failure to meet specifications authorizes the City of Pharr, Public Works Department (Recycling Center) to request service elsewhere.

(12a) Acceptable reasons for delays are as follows: Act of God, (flood, tornadoes, hurricane, acts of government, (fire, strike, war), or actions beyond the control of the successful bidder.

CONTRACT TERM

(13) Contract will be for a period of one (1) year, commencing from date of award and ending one (1) year thereafter. The City reserves the option to extend this contract for two (2) additional years, in one (1) year increment, if the performance of the contractor is satisfactory and unit prices remain the same. During period of contract, prices on SERVICE remain firm.

INSTRUCTIONS TO BIDDER (continued):

TIME ALLOWED FOR ACTION TAKEN

(14) The City may hold informal written price quotation 60 days after deadline without taking action. Bidders are required to hold their informal written price quotation firm for same period of time.

RIGHT TO REJECT/AWARD

(15) The City of Pharr, Public Works Department (Recycling Center) reserves the right to reject any or all informal written price quotations, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr, Public Works Department (Recycling Center).

ADDENDA

(16) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Public Works (956-405-4350) and obtain clarification by addendum prior to submitting any bid. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent(s) responsibility to ensure that addenda has been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Pharr, Public Works Department (Recycling Center) and as such are made part of the original bidding documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.

PAYMENT

(17) The successful vendor shall invoice the City of Pharr, Public Works Department (Recycling Center) within 10 days of completing service request. It shall be the responsibility of the vendor to charge the correct and exact unit price per type of item picked up to the City of Pharr, Public Works Department (Recycling Center). The City of Pharr, Public Works Department (Recycling Center) will execute payment by mail in strict accordance with the State of Texas Pay Law after invoices have been received for deliveries made to the City of Pharr, Public Works Department (Recycling Center) in each thirty (30) day period. No other method of payment will be considered.

SYNONYM

(18) Where in this bid package SERVICE is used, its meaning shall refer to the picking up, at unit prices bid, of used tires and rubber scrap as stated in the specifications. For the purpose of clarity, the words, Bidder, Contractor and Vendor shall be synonymous.

VERBAL THREATS

(19) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with Vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

RIGHT TO WAIVE

(20) The City of Pharr, Public Works Department (Recycling Center) reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Pharr.

SERVICE DELIVERY

(21) Number of days required to perform the required SERVICE after receiving order shall be no more than 48 hours.

FIRM UNIT PRICES

(22) Unit prices must be firm on deadline date and include any and all applicable pick up charges to all pick up points (applicable if more than one) within the City. Informal price quotations submitted on the basis of "prices in effect at time of pick up", will not be considered.

COSTS FOR PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(23) The City of Pharr, Public Works Department (Recycling Center) shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

GEOGRAPHICAL LOCATION

(24) The geographical location(s) of bidder's facilities referenced Service will be a factor in the evaluation and award of bid.

MATHEMATICAL ERRORS

(25) In the event that mathematical errors exist in any proposal, unit prices/rates -v- totals, unit prices/rates will govern.

BUDGET

(26) For purposes of this project, award will be contingent on approval of budget.

ASSIGNMENT

(27) Neither the respondent nor payment due to an awarded respondent may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of Pharr, Public Works Department (Recycling Center).

INTERPRETATIONS

(28) Any questions concerning the conditions and/or specifications with regards to this proposal solicitation shall be directed to the designated individuals as outlined in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this Proposal, shall be furnished in writing to all prospective Respondents. No interpretation shall be considered binding unless provided in writing by the City of Pharr, Public Works Department (Recycling Center) in accordance with paragraph (16).

BIDDER'S EMPLOYEES

(29) Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

OMISSIONS

(30) At the time of the opening of the informal written price quotation each bidder will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any bidder to examine any form, instrument or contract document shall in no way relieve any bidder from any obligation in respect to their bid.

AWARD

(31) The City reserves the right to evaluate and award each item bid individually or in any combination thereof.

EVALUATION

(32) The City reserves the right to inspect bidder's facilities and equipment. These will be part of the factors considered in the evaluation of bids received.

SPECIAL CIRCUMSTANCES

(33) In the event that the City of Pharr, Public Works Department (Recycling Center) has an immediate need for service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery time frame as needed by the City of Pharr, Public Works Department (Recycling Center), reserves the right to obtain service of/purchase such item(s) elsewhere to fulfill its immediate need.

INDEMNIFICATION CLAUSE

(34) The contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the City or to enlarge in any way the contractor's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from contractor's performance hereunder.

STATUTORY REQUIREMENTS

(35) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (to include issues related to health, environmental, and safety to name a few)

INSTRUCTIONS TO BIDDER (continued):

PAYMENT IF CONTRACT IS TERMINATED

(36) The City of Pharr, Public Works Department (Recycle Center) reserves the right to terminate this contract in whole or in part, when in the opinion of the city, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department. Such action shall be by written notice, when it is in the City's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

COOPERATIVE PRICING

(37) Bidders are advised that In addition to responding to our "local" solicitation for bids/proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on Buy Board, and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

HUB VENDOR(S) CERTIFICATION

(38) State Certified "**Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 702-5335.

CONFIDENTIAL INFORMATION

(39) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

(40) The City of Pharr, Public Works Department (Recycling Center) reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of Pharr, Public Works Department (Recycling Center), at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(41) Bidders are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the

evaluation and award of this supply contract. The City's position on this matter shall be final.

INSTRUCTIONS TO BIDDER (continued):

JURISDICTION

(42) Supply/Service/Purchase Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(43) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(44) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr, Public Works Department (Recycling Center) not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ goes to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

**City of Pharr, Public Works Department (Recycling Center)
SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES**

PROJECT NO _____

BID OPENING DATE: _____

Please read your specifications thoroughly and be sure that the SERVICE offered complies with all requirements. Any variations from the specifications must be clearly indicated on a cover letter attached to and made a part of your bid.

CONTRACTOR RESPONSIBILITIES:

Contractor shall be solely responsible and liable for the safety and well-being of personnel performing any duties under the term of this contract. All vehicles used in transportation of any material shall be equipped with features which prevent any debris from being strewn along any roadway while in transport.

Contractor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

Contractor shall be fully responsible for the proper and legal transportation, storage, and disposal of recycling of any material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Commission on Environmental Quality (TCEQ) regulations regarding municipal solid waste management.

If the City of Pharr, Public Works stock piles contain soil, lumber, rocks, concrete, or other waste material, the Contractor shall be responsible for removing and disposing of the used tires and rubber materials only.

CONTRACT DESCRIPTION: This contract shall be for the services of pick up and removal of used tires of assorted sizes and rubber scraps from assorted rubber products.

CONTRACT INSTRUCTIONS: This specification governs the pickup, removal, and disposition of used tires and other rubber items, including but not be limited to used tires, tire pieces, inner tubes, tube liners, flaps, fan belts, rubber hoses and similar materials accumulated at locations within the City limits and it's ETJ of the City of Pharr, Public Works (Recycling) Department.

The City of Pharr, Public Works (Recycling) Department encourages the successful contractor to use any collected material as a rubber derived fuel or otherwise recycle the material for beneficial used to the maximum extent practicable.

**SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES (continued):**

TYPE OF CONTRACT: Firm Fixed Price

TERM OF CONTRACT: One (1) year from date of award, with the option to extend for two (2) additional years, in 1-year increments if the performance of successful contractor is satisfactory.

DATE

SIGNATURE

TITLE

COMPANY

**City of Pharr, Public Works Department (Recycling Center)
BID FORM FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES**

PROJECT NO.: _____

BID OPENING DATE: _____

I/We submit the following bid in **DUPLICATE FORM** for pick up of used tires and rubber scrap removal & disposal/recycling services according to City specifications, less State Sales Tax:

PER BULK LOAD (53' TRAILER LOAD)

Bidder Price Proposal Amount: \$ _____ (per 53' Trailer Load).

Specify Hours of Operation: _____

Is bidder able and willing to make pick-ups on weekends and/or holidays at contract unit prices? Yes _____ No _____

Please specify name of person(s) authorized to receive orders for pickups:

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TITLE: _____

TYPE/PRINT NAME: _____

COMPANY: _____

ADDRESS: _____
(Street)

(City, State, Zip Code)

TELEPHONE NO: _____

FAX NO.: _____

EMAIL: _____

**City of Pharr, Public Works Department (Recycling Center)
USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING
SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT**

1. Contractor proposes and offers to provide the City of Pharr, Public Works Department (Recycling Center) with pick up service for all of the City's used tires and rubber scrap for a period of one (1) year, with the option to extend for two (2) additional years, in one (1) year increments, as noted in the "Specification", "Instructions to Bidder" and at unit prices as stated on "Bid Form".
2. Contractor agrees to meet and abide by all requirements as noted on the "Specifications", "Instructions to Bidder", and "Bid Form".
3. It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of service to the City of Pharr, Public Works Department (Recycling Center).
4. It shall be the responsibility of the Contractor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the Contractor nor his/her employees engaged in the pickup and transporting of used tires and rubber scrap shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor's personnel. The City shall have the right of inspection of any and all equipment used to carry out the required service at any time.
6. Contractor shall furnish the City of Pharr, Public Works Department (Recycling Center) with factual information referenced to existence of company and a list of Cities presently being serviced.
7. It shall be the responsibility of the Contractor to pay for any and all permits, licenses, and other associated costs necessary to provide this service to the City of Pharr, Public Works Department (Recycling Center).
8. The City of Pharr, Public Works Department (Recycling Center) reserves the right to terminate this contract when in the opinion of the City, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department (Recycling Center). Such notice shall be in written form allowing a maximum of five (5) days to become effective.
9. This is a proposal and offer by Contractor to the City of Pharr, Public Works Department (Recycling Center) and shall not be binding upon the City unless accepted and signed by Mr. Juan Guerra, City Manager, and the City of Pharr.

City of Pharr, Public Works Department (Recycling Center) USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT (continued):

Accepted this _____ day of _____, 2016.

VENDOR

City of Pharr
OWNER

TITLE

Ambrosio Hernandez, Mayor

COMPANY

WITNESS

MEMORANDUM

DATE: May 16, 2016
TO: Mayor and Commissioners
FROM: Juan G. Guerra, City Manager



Children's Miracle Network Hospitals Program

ISSUE

Costco Wholesale is requesting a \$300 donation for the Children's Miracle Network Hospitals program. Last year the City of Pharr donated \$300 and PEDC donated \$365. All proceeds are given to the local Children's hospital; Driscoll Children's Hospital.

STAFF RECOMMENDATION

Staff is recommending approval of donation in the amount of \$300.00.

**Children's Miracle Network Hospitals
Donor Recognition Order Program Form**
Postings are from May 1 through May 31, 2015

Business Name: _____

Costco Membership Number: _____

Contact Person: _____

Contact Phone #: _____

Contact's email address: _____

Donor Recognition - 5 ft (vertical) x 3 ft (horizontal) Banner:

**\$300 donation plus a \$65 fee for banner production

Once we receive your payment donation, we will provide you with the contact for getting your banner produced.

Donor Paper Balloon Recognition - 26 in Paper Balloon:

**\$100 donation plus your name on an 8 ½ in x 11 in sheet placed in center of balloon.

We can ring up your donation with a debit card, American Express or check made payable to Costco Wholesale CMNH.



Banner: 5ft x 3ft

Esmeralda Maldonado
w01108mk08@costco.com
(956) 354-3909
1501 W. Kelly Ave.
Pharr, TX 78577



Driscoll Children's Hospital

Fast Facts

Since 1953, Driscoll Children's Hospital has offered hope and healing in an environment of trust, compassion and care to over a million South Texas children and young adults.

Driscoll Children's Hospital.....

- Is the only hospital in South Texas devoted entirely to the healthcare of children
- Is located in Corpus Christi, Texas with 5 multi-specialty outpatient clinics in Brownsville, Harlingen, Laredo, McAllen and Victoria
- Is a 189 bed pediatric tertiary care center with over 30 subspecialties
- Has board certified specialists in 32 medical and 13 surgical specialties
- Serves a 33,000 square mile area which encompasses 31 counties of South Texas

In 2013, Driscoll Children's Hospital provided state-of-the-art medical and technological services including.....

- 6,773 surgeries
- 4,698 inpatient admissions
- 317 Neonatal Intensive Care patients
- 35,300 emergency room visits
- 74,374 outpatient clinic visits
- 1,200+ specialized ground and air transports

One of the 10 largest employers in the region, Driscoll Children's Hospital has.....

- 1,900+ employees, including over 500 nurses
- 229+ pediatricians, pediatric surgeons and other pediatric specialists
- 47 pediatric residents and 4 chief residents
- 320 volunteers who contribute 55,000 hours of service

Why we need your help.....

- Driscoll Children's Hospital hosts one of the highest percentage (over 65%) of Medicaid patients of any free standing children's facility in the United States
- We receive no local tax dollars
- Rising cost of new state-of-the-art technology
- In 2013, Driscoll provided over \$14 million in charity care and uncompensated care

Join us in helping children.....

- Improve the health of adults and you give them back their health. Improve the health of children and you give them their life.
- 100% of every dollar donated provides direct service to pediatric patients

3533 S. Alameda, Corpus Christi, TX 78411 ~ (361) 694 – 5000 ~ www.driscollchildrens.org

Healthy Children. Bright Future.

Driscoll Children's Hospital is the only freestanding hospital devoted entirely to the health and well-being of children within a 31,000 square mile area of South Texas. For sixty years, Driscoll Children's Hospital has relied on the support of generous donors and volunteers to help ensure that critically ill and injured children have access to state-of-the-art pediatric medical services. Highly acclaimed, we provide superior pediatric healthcare in a compassionate, family-centered environment.

Healthy children ensure a bright future for our society. Our knowledgeable and caring staff and volunteers at Driscoll Children's Hospital believe that every child deserves the opportunity to be happy, healthy and grow to reach their highest potential. Over 30 medical and surgical specialties are represented on Driscoll's medical staff including anesthesiology, cardiology and cardiothoracic surgery, diabetes and endocrinology, hematology and oncology, infectious diseases, neonatology, neurology, pulmonology and more. With premier pediatric physicians, specialists, nurses and staff as well as cutting edge equipment and technology, it is our vision to be the regional and international leader in children's services through innovation and excellence in healthcare, advocacy, education and research.

Giving is essential to advancing our mission of "offering hope and healing in an environment of trust, compassion and care". In 2013, Driscoll Children's Hospital provided over \$14 million in charity and underinsured care to the youngest patients in our community.

Driscoll Children's Hospital invites you to join us in offering hope and healing to all of the children of our vast thirty-three county region, so that they can lead strong, healthy and productive lives. One hundred percent of your generous donation goes to direct patient services for the nearly 150,000 patients visits each year.

Join us in offering hope and healing.....

Driscoll Children's Hospital
Development Foundation
3533 S. Alameda
Corpus Christi, TX 78411
361-694-6401
www.driscollchildrens.org

Driscoll Children's Hospital Medical and Surgical Services

Adolescent Surgical Weight
Management

Allergy / Immunology

Anesthesiology

Cancer and Blood Disorders

Cardiology (general, electrophysiology,
interventional services)

Cardiothoracic Surgery

Dermatology

Developmental and
Behavioral Pediatrics

Dialysis

Emergency Medicine

Endocrinology and Diabetes

Gastroenterology

General Pediatric Surgery

Genetics

Infectious Diseases

Intensive Care Medicine

Maternal Fetal Medicine

Neonatology

Nephrology

Neurology

Neurosurgery

Orthopaedic Surgery

Otolaryngology

Pathology

Physical Medicine & Rehabilitation

Plastic Surgery

Psychology

Pulmonology

Radiology

Renal Transplant Services

Rheumatology

Sexual/Physical Abuse

Sports Medicine

Urology

MEMORANDUM

DATE: May 16, 2016
TO: Juan G. Guerra, City Manager
FROM: Ed Wylie, Asst. City Manager

SUBJECT: 2016 Spring Wine & Food Festival

ISSUE

The City received a request for sponsorship of a table at the Annual Wine and Food Festival. This festival serves as fundraiser for the Boys and Girls club of Pharr.

FINANCIAL CONSIDERATION

\$2,500.00 for a table to seat 10 people

STAFF RECOMMENDATION

Staff is recommending approval.

ALTERNATIVES

Deny the request

Please feel free to contact me with any questions

THANK YOU

INVOICE

2016 Spring Wine & Food Festival

Boys & Girls Club of Pharr
 P.O. Box 649
 Pharr, TX 78577

Invoice for 2016 Spring Wine & Food Festival

City of Pharr
 118 S. Cage Blvd.
 Pharr, TX 78577
 (956) 402-4000

INVOICE NUMBER 2016-SWFF2

INVOICE DATE May 4, 2016

PURCHASE ORDER NO.

TERMS

SPONSOR CONTACT Eduardo Cantu

SHIPPED VIA

F.O.B.

MAIL TO:

Boys & Girls Club of Pharr
 P.O. Box 649
 Pharr, TX 78577

QTY	DESCRIPTION	PRICE	TOTAL AMOUNT
1	2016 Spring Wine & Food Festival "Platinum Level" Sponsorship	\$2,500.00	\$2,500.00
	Proceeds will go towards Afterschool educational, physical fitness & prevention programs as well as the New Building Fund for the Boys & Girls Club of Pharr.		
	For information please contact Alfredo "Freddy" Mata, Jr. fmata@pharrkids.org 956-781-5437 (o) 956-655-9108 (c) 956-781-0837 (f)		
		TOTAL	\$2,500.00
THANK YOU FOR YOUR SUPPORT!			



MEMORANDUM

DATE: April 11, 2016
TO: Juan Guerra, City Manager
FROM: Sergio Contreras, PEDC II Executive Director

SUBJECT: Public Hearing Notice- Texas Enterprise Zone Designation

ISSUE

Public Hearing Notice for Ordinance approving Texas Enterprise Zone Designation for Evergreen Cold Storage LLC.

FINANCIAL CONSIDERATION

Non-monetary in nature. Ordinance requires the Hearing Process.

STAFF RECOMMENDATION

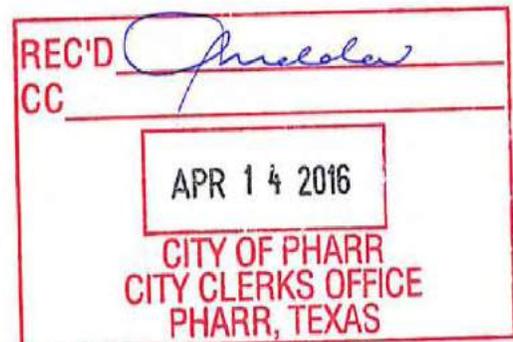
Staff recommends approval.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



**The Advance News Journal
April 20, 2016**

LEGAL NOTICE

PUBLIC HEARING NOTICE

You are hereby notified that the City of Pharr, Hidalgo County, Texas will hold three public hearings as required by State Law. The purpose of the meetings is to discuss the designation of Evergreen Cold Storage LLC as a Texas Enterprise Zone Project. All interested citizens are urged to attend said hearings and present their views and suggestions at the following public hearings. Persons desiring to speak during the public hearings shall sign in with the City Clerk prior to the scheduled public hearing.

First Hearing: April 18, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Second Hearing: May 2, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Third Hearing: May 16, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

WITNESS MY HAND THIS the 6th day of April, 2016.

CITY OF PHARR

Hilda Pedraza, TRMC City Clerk

Posted: April 6, 2016

(Published in the Advance News Journal on April 6, April 20 & May 4, 2016)

ORDINANCE NO. O-2016-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING EVERGREEN COLD STORAGE LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT)

WHEREAS, the City Council of the City of Pharr, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **EVERGREEN COLD STORAGE LLC** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **EVERGREEN COLD STORAGE LLC** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on **DATE**;

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

SECTION 1: The City nominates **EVERGREEN COLD STORAGE LLC** for enterprise project status *(or double jumbo enterprise project status or triple jumbo enterprise project status, if applicable)*.

SECTION 2: The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business *[list and summarize applicable incentives, including any of the incentives listed below]*:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of **CITY OF PHARR** Tax Abatement Policy, and with qualified employee being defined by the Act.
- b) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - 3) streamlined permitting.
- c) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- d) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- e) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- f) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;
 - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 5) promotion and marketing services.

g) The City may provide job training and employment services to businesses, including:

- 1) retraining programs;
- 2) literacy and employment skills programs;
- 3) vocational education; or
- 4) customized job training.

SECTION 3: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 4: The City of **CITY OF PHARR** City Council directs and designates its **Economic Development Corporation (PEDC II)** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 5: The City finds that **EVERGREEN COLD STORAGE LLC** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **EVERGREEN COLD STORAGE LLC** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an Enterprise Zone or economically disadvantaged individuals; and
- b) **EVERGREEN COLD STORAGE LLC** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
- c) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- d) The designation of **EVERGREEN COLD STORAGE LLC** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6: The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on **DATE** (*not less than one year, or more than five (5) years after the date of designation*).

SECTION 7: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the first reading on this the ____ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the second reading on this the ____ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the third and final reading on this the ___ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MAYOR
Ambrosio "Amos" Hernández

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

CITY MANAGER
Juan G. Guerra, CPA

Executive Summary Letter

May 16, 2016

Conditional Use Permit for ABC –

Aragon Music Hall

Background:

Sergio R. Garcia, d/b/a Aragon Music Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Aragon Music Hall.

The property is located at 1300 West Nolana. 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** for 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\CUPs\ABC\ABC_ARAGON MUSIC HALL_S GARCIA_2010

MEMORANDUM

DATE: MONDAY, MAY 16, 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#100313 (ARAGON MUSIC HALL)

GENERAL INFORMATION:

APPLICANT: Sergio R. Garcia, d/b/a Aragon Music Hall, 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 Lots 1, 2 & 4, Replat of Lot 1, Mexican Fiesta Subdivision Unit No. 1 and Lot 1, Mexican Fiesta Subdivision Unit No. 2 Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1300 West Nolana.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural Open Space District (A-O) and General Business District (C) to the north, east, and west, and Single-Family Residential District (R-1) as well as General Business District (C) to the south. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

POLICE CHIEF:

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

PLANNING DEPT.:

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

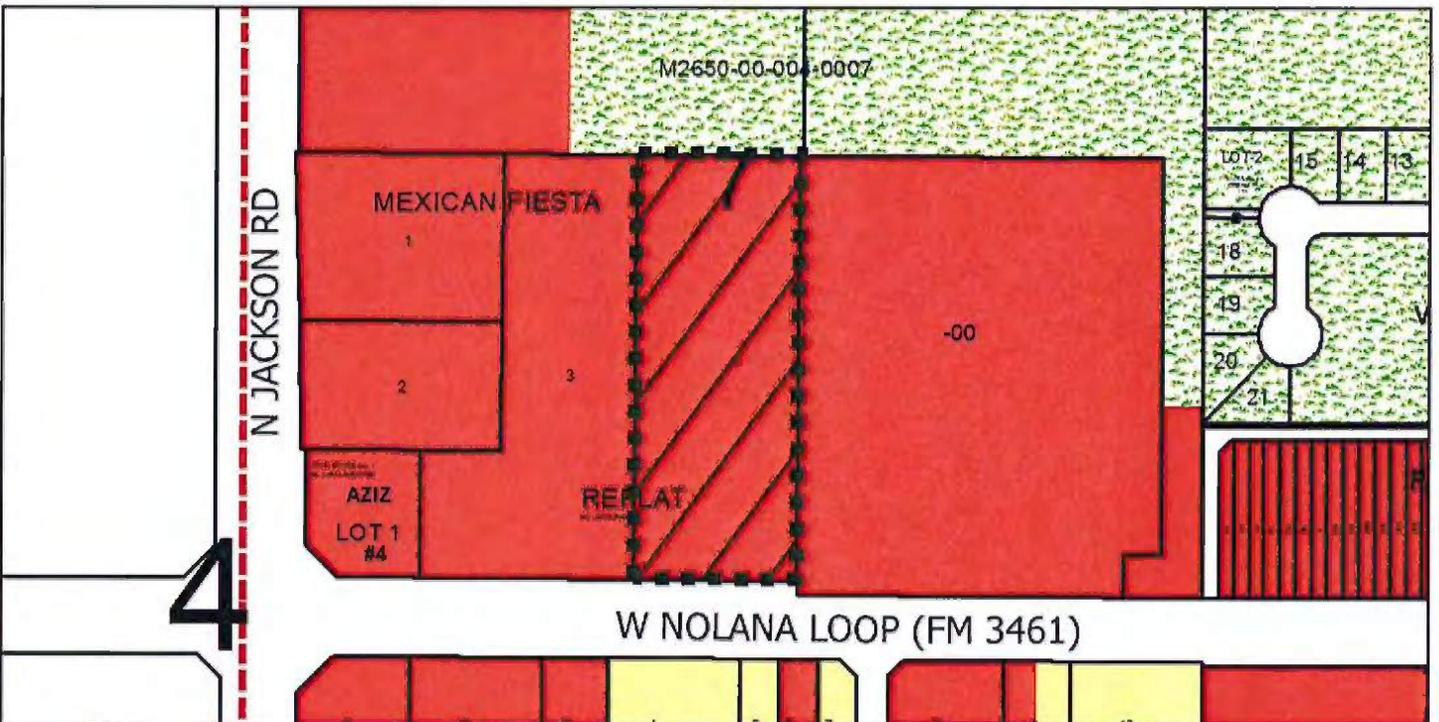
**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
 Replat of Lot 1 Mexican Fiesta Subd and
 Lot 1 Mexican Fiesta Unit 2 Subd, Lot 4
 Aragon Music Hall/ Sergio R. Garcia

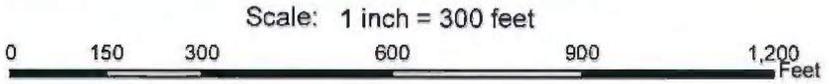


G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\Mexican Fiesta Replat of Lots 1, 2, 4 Mexican Fiesta Unit 2 Subd, Lot 4.mxd



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

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 3/18/2015

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

3430

OWNER/APPLICANT: Sergio Garcia PHONE: (956) 227-2355
 ADDRESS: 1300 West Nalina
 TYPE OF BUSINESS: Club NAME OF BUSINESS: Anagon Music Hall
 LEGAL: _____ SUBD.: _____

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

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) 2600 OK _____ SUBSTANDARD
 2. NUMBER OF EXITS 10 OK _____ SUBSTANDARD
 3. MEANS OF EGRESS LIGHTING OK _____ SUBSTANDARD
 4. EXIT SIGNS OK _____ SUBSTANDARD
 5. DOOR HARDWARE OK _____ SUBSTANDARD

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

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

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

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

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

GAS SYSTEM OK _____ SUBSTANDARD
PREMISE OK _____ SUBSTANDARD
GARBAGE CONTAINER OK _____ SUBSTANDARD

PASSED

FAILED:

PASSED WITH CONDITIONS:

RE-INSPECT DATE:

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

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

PREPARED BY: [Signature] DATE: 3/21/16
 RECEIVED BY: [Signature] DATE: _____

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

MAR 22 2016
 PHARR COMMUNITY PLANNING & DEVELOPMENT
 SERVICES DEPT.



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

April 27, 2016

ARAGON MUSIC HALL
1300 W NOLANA LOOP
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 27, 2016 revealed no violations.

2960 EDUARDO LUGO
Inspector

Matias Garcia

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 28 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 03/24/2016
Re: Conditional use Permit Renewal for ABC – File No. CUP#100313 (Aragon Music Hall)

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

- **Legal Description:** Lot 1, 2, & 4, Replat of Lot 1, Mexican Fiesta Subdivision Unit #2, Pharr, Hidalgo County, Texas
- **Physical Address:** 1300 W. Nolana Loop
- **Contact Number:** 956-782-8504

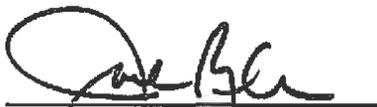
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

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



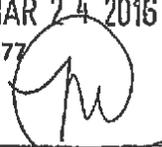
Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 24 2016

Telephone (956)402-4700 • Fax(956)781-9163 • 1900 S. Cage Blvd. • Pharr, Texas 78577

E-mail: ruben.villegas@pd.pharr-tx.gov • www.pharr-tx.gov

BY: 



MEMORANDUM

DATE: MONDAY, MAY 16, 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#100313** (ARAGON MUSIC HALL)

Sergio R. Garcia, d/b/a Aragon Music Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal description: Lots 1, 2 & 4, Replat of Lot 1, Mexican Fiesta Subdivision Unit No. 1 and Lot 1, Mexican Fiesta Subdivision Unit No. 2, Pharr, Hidalgo County, Texas.

Physical address: 1300 West Nolana.

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



MAYOR
Ambrosio "Amos" Hernández

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

CITY MANAGER
Juan G. Guerra, CPA

Executive Summary Letter

May 16, 2016

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 24th renewal for Junction Cafe.

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

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_R FONG dba JUNCTION CAFE_1991



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

May 16, 2016

Conditional Use Permit **Renewal** for ABC – Texas Theater Ballroom

Background:

Oscar Barrera, d/b/a Texas Theater Ballroom, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Texas Theater Ballroom.

The property is located at 115 East Newcomb (Park) Avenue. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUP\ABC\ABC_O BARRERA dba TEXAS THEATER BALLROOM_2008



MEMORANDUM

DATE: MONDAY, MAY 16, 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#080419** (TEXAS THEATER BALLROOM)

GENERAL INFORMATION:

APPLICANT: Oscar Barrera, d/b/a Texas Theater Ballroom, 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 Lots 10-12 and N11.5' of Lot 13, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 115 East Newcomb (Park) Avenue.

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

COMMENTS:

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

POLICE CHIEF:

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

PLANNING DEPT.:

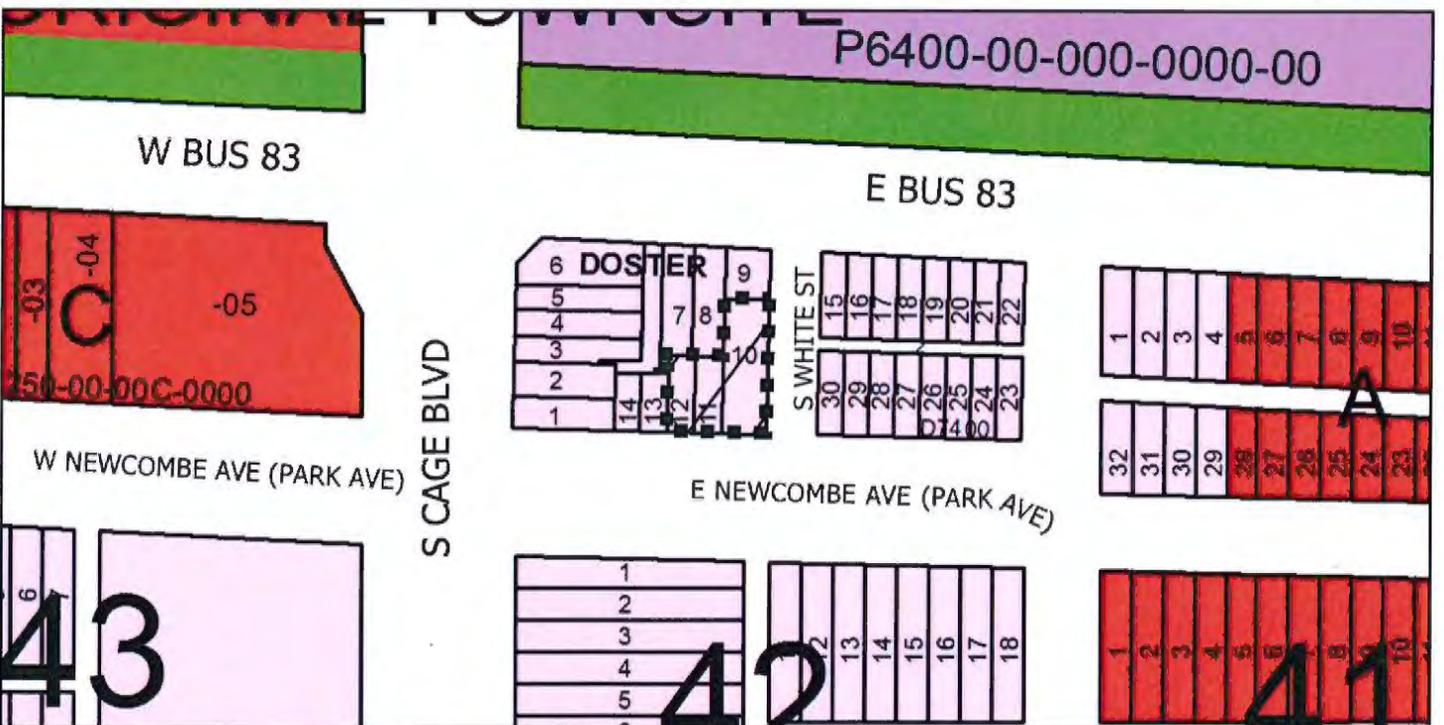
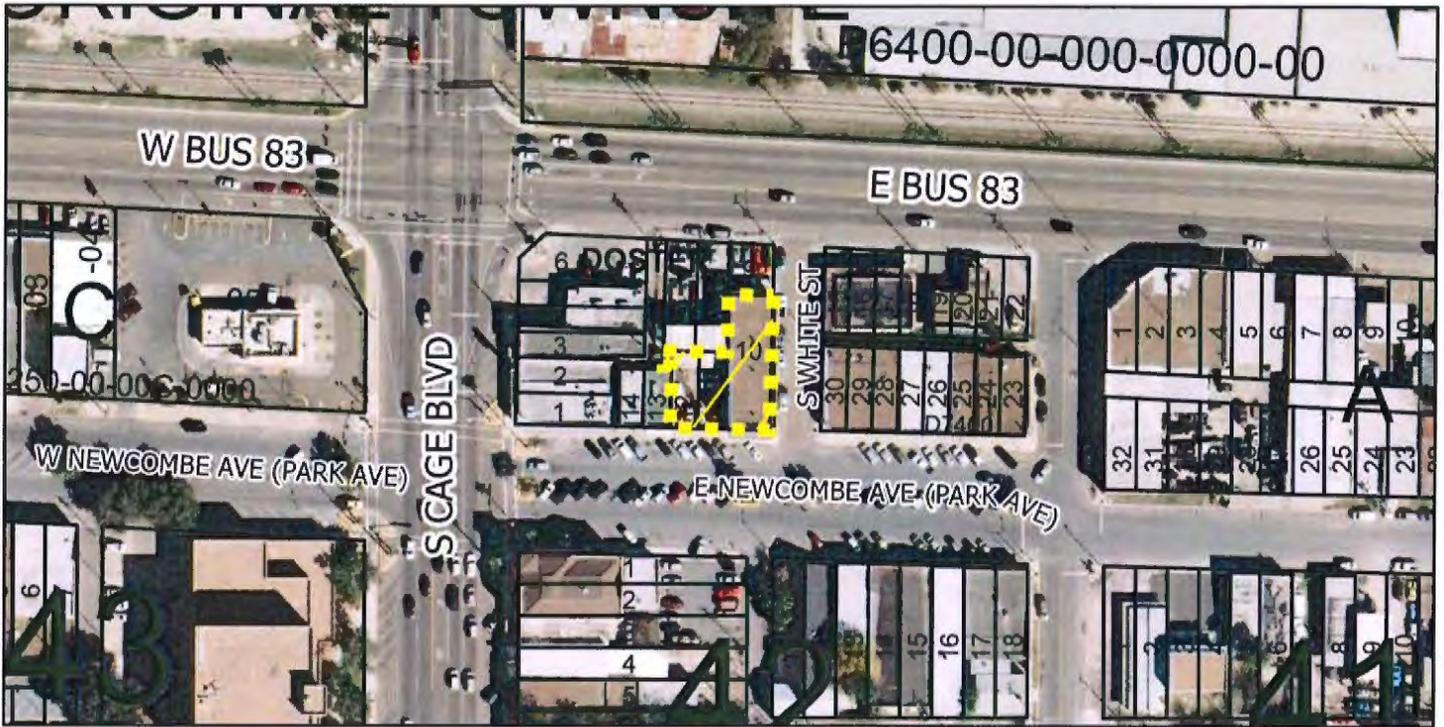
Recommends approval of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

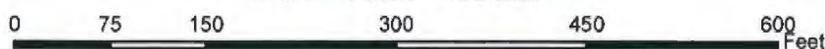


G:\City of Pharr\GIS\Projects\GIS\Planning\CUP Renewal\CUP Renewal J.T. Doster BLK 1 Lots 10-12 & N11.5' of Lot 13\MD\CUP Renewal J.T. Doster BLK 1 Lots 10-12 & N11.5' of Lot 13.mxd



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

Scale: 1 inch = 150 feet



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

3444

OWNER/APPLICANT: OSCAR BARRERA PHONE: (956) 457-2327
 ADDRESS: 115 E. NEWCOMBE (PARK) AVE.
 TYPE OF BUSINESS: DRAW PLEAS NAME OF BUSINESS: TEXAS THEATRE Ballroom
 LEGAL: LOTS 10-12 N 11.5 SUBD.: J.T. DOSER
OF LOT 13, BLK 1

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

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

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

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

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

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

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

WATER HEATER:
 1. LOCATION W/STAIRS OK _____ SUBSTANDARD
 2. T.P. VALVE & DRAIN OK _____ SUBSTANDARD
 3. SHUT-OFF VALVE NOT VISIBLE OK _____ SUBSTANDARD
 4. VENT OK _____ SUBSTANDARD

GAS SYSTEM OK _____ SUBSTANDARD
PREMISE OK _____ SUBSTANDARD
GARBAGE CONTAINER OK _____ SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
 1. AT TIME OF INSPECTION PREMISE IS IN (SOMEHOW) COMPLIANCE WITH BUILDING CODE
 2. _____
 3. _____
 4. _____
 5. _____

PREPARED BY: [Signature] DATE: 4-28-16
 RECEIVED BY: [Signature] DATE: _____

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

April 28, 2016

TEXAS THEATER BALLROOM
115 E NEWCOMBE AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 28, 2016 revealed no violations.

Inspection Note AT TIME OF CUP RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

OSCAR BARRERA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 28 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/08/2016
Re: Conditional use Permit Renewal for ABC – File No. CUP#080419 (Texas Theater Ballroom)

Oscar Barrera, d/b/a Texas Theater Ballroom, 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:** Lots 10-12 and N11.5' of Lot 13 Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 115 E. Newcombe
- **Contact Number:** 956-457-2327

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

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 11 2016



MEMORANDUM

DATE: MONDAY, MAY 16, 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#080419 (TEXAS THEATER BALLROOM)

Oscar Barrera, d/b/a Texas Theater Ballroom, 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: Lots 10-12 and N11.5' of Lot 13, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas, Pharr, Hidalgo County, Texas.

Physical address: 115 East Newcomb (Park) Avenue.

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



MEMORANDUM

DATE: MONDAY, MAY 16, 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#911291 (JUNCTION CAFÉ)

GENERAL INFORMATION:

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

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

LOCATION: The property's physical address is 11 South Cage Boulevard.

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

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

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

POLICE CHIEF:

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

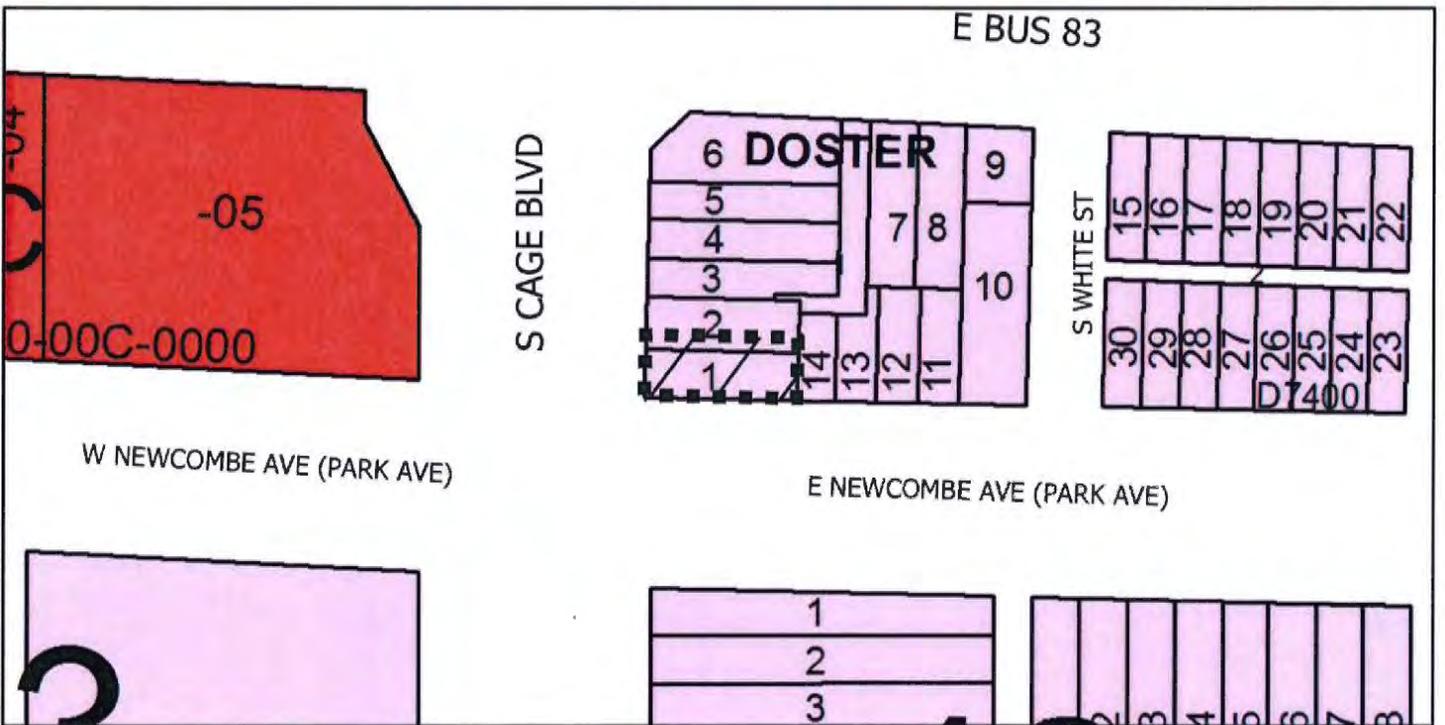
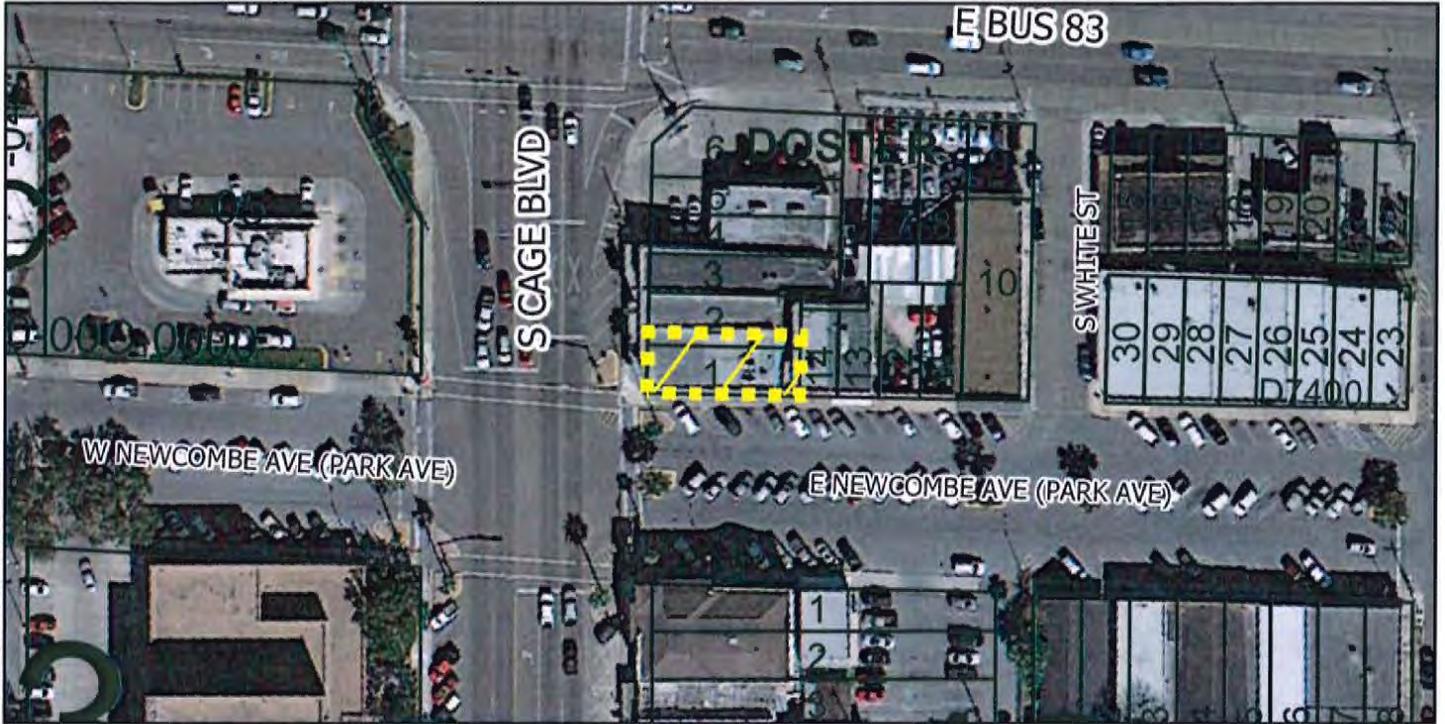
PLANNING DEPT.:

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

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

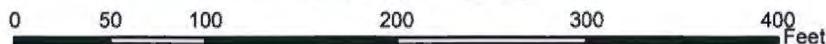
Development Services Staff recommends **approval** of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 J.T. Doster BLK 1 Lot 1 & S7' Lot 2
 Junction Cafe



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



Date: 3/8/2016

G:\City of Pharr\GIS\Project\01-Planning\CUP_Renewal\CUP_Renewal_J.T. Doster BLK 1 Lot 1 & S7' Lot 2.mxd

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

3416

OWNER/APPLICANT: Raul Fong PHONE: 956-783-4885
 ADDRESS: 115 Page
 TYPE OF BUSINESS: Restaurant NAME OF BUSINESS: Junction Cafe
 LEGAL: Lot 1457 of 1612 B141 SUBD.: V.I. Duster

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

BUILDING STATUS/STRUCTURAL:

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

MEANS OF EGRESS:

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

ACCESSIBILITY:

1. RESTROOMS _____ OK _____ SUBSTANDARD
 2. PATH OF EGRESS _____ OK _____ SUBSTANDARD
 3. RAMPS (HANDRAILS/GUARDS) _____ 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 OUTSIDE _____ OK _____ SUBSTANDARD
 2. T.P. VALVE & DRAIN _____ OK _____ SUBSTANDARD
 3. SHUT-OFF VALVE _____ OK _____ SUBSTANDARD
 4. VENT ELECTRIC _____ OK _____ SUBSTANDARD

GAS SYSTEM

PREMISE _____ OK _____ SUBSTANDARD
 GARBAGE CONTAINER DUMPSTER _____ OK _____ SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 COMPLIES WITH ALL CODES
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 3-17-2016
 RECEIVED BY: [Signature] DATE: 3-17-2016

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.

<p>PASSED</p> <input checked="" type="checkbox"/>
<p>FAILED:</p> <p>_____</p>
<p>PASSED WITH CONDITIONS:</p> <p>_____</p>
<p>RE-INSPECT DATE:</p> <p>_____</p>



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

May 5, 2016

JUNCTION CAFE
11 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 5, 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.

MAY 05 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 03/03/2016
Re: Conditional use Permit Renewal for ABC – File No. CUP#911291 (Junction Cafe)

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

- **Legal Description:** Lot 1 and the 57' of Lot 2, Blk. 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 11 S. Cage Blvd.
- **Contact Number:** 956-783-4885

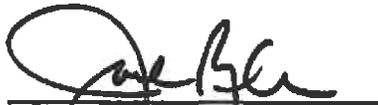
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

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


RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 03 2016



MEMORANDUM

DATE: MONDAY, MAY 16, 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#911291** (JUNCTION CAFÉ)

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

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

Physical Address: 11 South Cage Boulevard.

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



MAYOR
Ambrosio “Amos” Hernández

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

CITY MANAGER
Juan G. Guerra, CPA

Executive Summary Letter

May 16, 2016

Conditional Use Permit **Renewal** for ABC – Texas Theater Ballroom

Background:

Oscar Barrera, d/b/a Texas Theater Ballroom, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Texas Theater Ballroom.

The property is located at 115 East Newcomb (Park) Avenue. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUP\ABC\ABC_O BARRERA dba TEXAS THEATER BALLROOM_2008



MEMORANDUM

DATE: MONDAY, MAY 16, 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#080419** (TEXAS THEATER BALLROOM)

GENERAL INFORMATION:

APPLICANT: Oscar Barrera, d/b/a Texas Theater Ballroom, 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 Lots 10-12 and N11.5' of Lot 13, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 115 East Newcomb (Park) Avenue.

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

COMMENTS:

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

POLICE CHIEF:

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

PLANNING DEPT.:

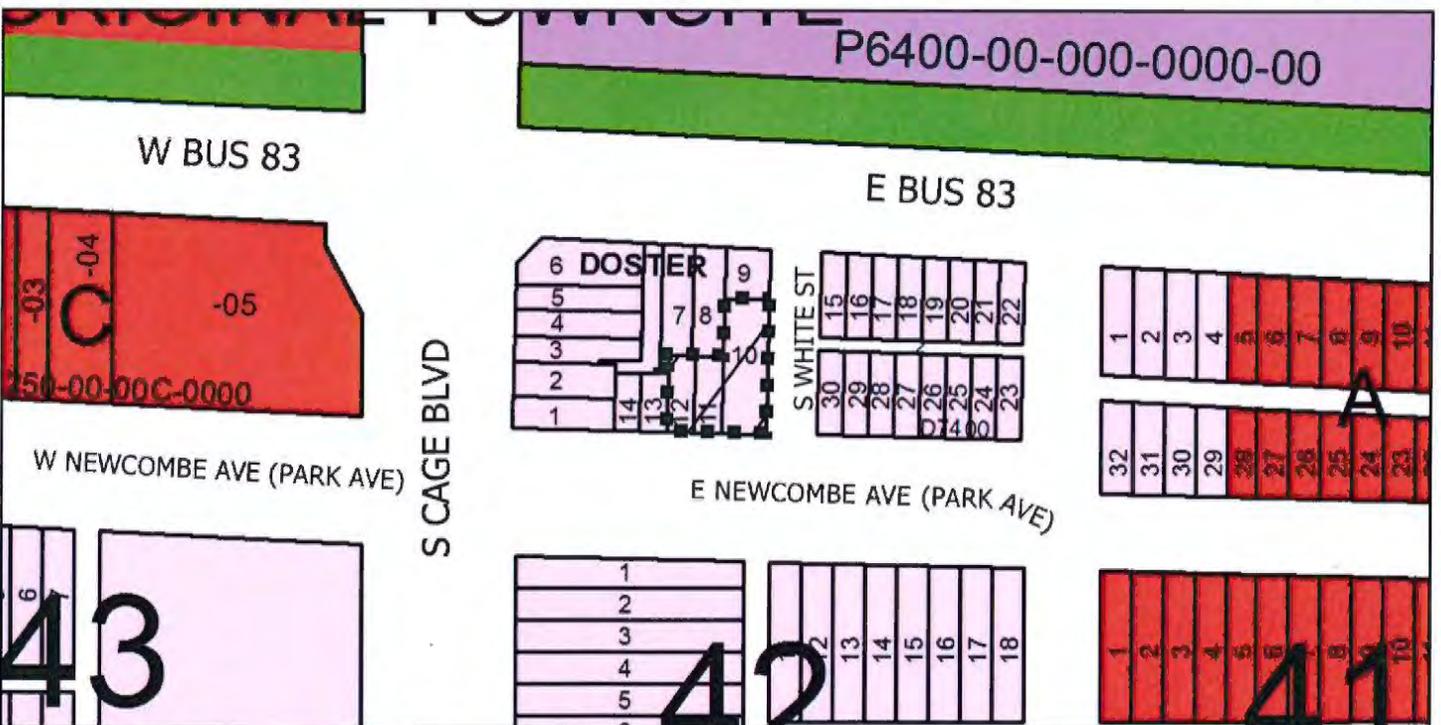
Recommends approval of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

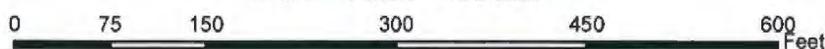


G:\City of Pharr\GIS\Projects\GIS\Planning\CUP Renewal\CUP Renewal J.T. Doster BLK 1 Lots 10-12 & N11.5' of Lot 13\Map of Lot 13.mxd



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

Scale: 1 inch = 150 feet



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

3444

OWNER/APPLICANT: OSCAR BARRERA PHONE: (956) 457-2327
 ADDRESS: 115 E. NEWCOMBE (PARK) AVE.
 TYPE OF BUSINESS: DRUG STORE NAME OF BUSINESS: TEXAS THEATRE Ballroom
 LEGAL: LOTS 10-12 & N 11.5 SUBD.: J.T. DOSER
OF LOT 13, BLK 1

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

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

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

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

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

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

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

WATER HEATER:
 1. LOCATION W/STAIRS OK SUBSTANDARD
 2. T.P. VALVE & DRAIN OK SUBSTANDARD
 3. SHUT-OFF VALVE NOT VISIBLE OK SUBSTANDARD
 4. VENT OK SUBSTANDARD

GAS SYSTEM OK SUBSTANDARD
PREMISE OK SUBSTANDARD
GARBAGE CONTAINER OK SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
 1. AT TIME OF INSPECTION PREMISE IS IN (SOMEHOW) COMPLIANCE WITH BUILDING CODE
 2. _____
 3. _____
 4. _____
 5. _____

PREPARED BY: [Signature] DATE: 4-28-16
 RECEIVED BY: [Signature] DATE: _____

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

April 28, 2016

TEXAS THEATER BALLROOM
115 E NEWCOMBE AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 28, 2016 revealed no violations.

Inspection Note AT TIME OF CUP RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

OSCAR BARRERA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 28 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/08/2016
Re: Conditional use Permit Renewal for ABC – File No. CUP#080419 (Texas Theater Ballroom)

Oscar Barrera, d/b/a Texas Theater Ballroom, 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:** Lots 10-12 and N11.5' of Lot 13 Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 115 E. Newcombe
- **Contact Number:** 956-457-2327

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

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 11 2016



MEMORANDUM

DATE: MONDAY, MAY 16, 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#080419 (TEXAS THEATER BALLROOM)

Oscar Barrera, d/b/a Texas Theater Ballroom, 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: Lots 10-12 and N11.5' of Lot 13, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas, Pharr, Hidalgo County, Texas.

Physical address: 115 East Newcomb (Park) Avenue.

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

MEMORANDUM

DATE: MONDAY, APRIL 18, 2016
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: AMENDING O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.

ISSUE

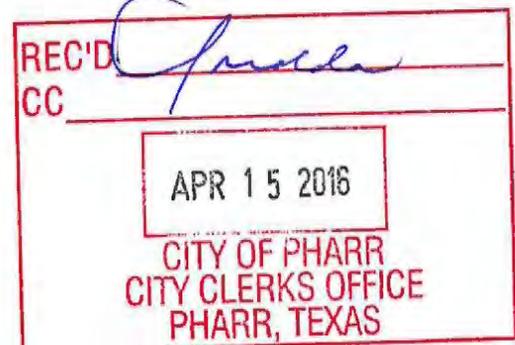
To amend O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.

FINANCIAL CONSIDERATION

There will be no cost to amend the ordinance.

STAFF RECOMMENDATION

Staff recommends approval to amend O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.



ORDINANCE NO. O-2016- _____

AN ORDINANCE AMENDING ORDINANCE NO. O-96-35; CHAPTER 62, "HEALTH AND SANITATION", ARTICLE VI, SMOKING IN CITY FACILITIES, AND ADDING "SMOKING REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF PHARR IN ORDER TO PROVIDE REGULATIONS PROHIBITING SMOKING OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING MATERIALS IN CERTAIN ENCLOSED AND NON-ENCLOSED AREAS WITHIN THE CITY LIMITS; PROHIBITING SMOKING ON CITY PREMISES AND OTHER PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A PENALTY; PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Pharr is a home rule municipality established by its Charter and the laws of Texas; and,

WHEREAS, it is the intent of the City to protect the health, safety, welfare, and wellbeing of its citizens; and,

WHEREAS, the 2006 U.S. Surgeon General's Report, The Health Consequences of Involuntary Exposure to Tobacco Smoke, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; (5) establishing smoke-free workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry; and,

WHEREAS, according to the 2010 U.S. Surgeon General's Report, How Tobacco Smoke Causes Disease, even occasional exposure to secondhand smoke is harmful and low levels of exposure to secondhand tobacco smoke lead to a rapid and sharp increase in dysfunction and inflammation of the lining of the blood vessels, which are implicated in heart attacks and stroke; and,

WHEREAS, according to the 2014 U.S. Surgeon General's Report, The Health Consequences of Smoking – 50 Years of Progress, secondhand smoke exposure causes stroke in nonsmokers and the report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke; and,

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, lung cancer and the National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of approximately 53,000 Americans annually; and,

WHEREAS, the City of Pharr finds that smoking tobacco is a form of air pollution, a positive danger to health and a material public nuisance; and,

WHEREAS, the City of Pharr finds that amendment to the City’s current smoking ordinance under Chapter 62, “Health & Sanitation”, Article VI, Smoking in City Facilities is necessary to protect the public health and welfare by prohibiting smoking in public places and places of employment.

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

CHAPTER 62, “HEALTH AND SANITATION”, ARTICLE VI, SMOKING IN CITY FACILITES of the Code of Ordinances of the City of Pharr is hereby amended and shall read in its entirety as follows:

ARTICLE VI, SMOKING REGULATIONS

SECTION 62-200. DEFINITIONS.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

BAR means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

BUSINESS means a sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

CIGARETTE VENDING MACHINE means any self-service device which, upon insertion of coin(s), paper currency, token(s), card(s) or key(s) or any other item(s) dispenses one (1) or more cigarettes, as defined above, provided that the term shall neither be deemed to include any machine that is in storage, in transit or otherwise not set up for use and operation nor be deemed to include any machine that is situated on a train, bus or other public conveyance.

COMEDY CLUB means an establishment that is primarily used for live comedic entertainment.

EMPLOYEE means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

EMPLOYER means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one (1) or more individual persons.

ENCLOSED AREA means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways), which extend from the floor to the ceiling.

HEALTH CARE FACILITY means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing

homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

PARK includes neighborhood/community/large urban/natural area and greenways/sports complex parks that are the basic unit of a park system and are recreational and social centers for those living in the nearby service area or from several neighborhoods and possibly may serve a broader community-based recreation need. Parks include areas that preserve unique landscapes and open spaces and include features that emphasize harmony with the natural environment. Parks include areas that accommodate group activities and recreational facilities, consolidated programmed athletic fields, and their associated facilities.

PLACE OF EMPLOYMENT means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

PRIVATE CLUB means an organization, whether incorporated or not, which:

- (1) Is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times;
- (2) Is operated solely for a fraternal purpose but not for pecuniary gain;
- (3) Only sells alcoholic beverages incidental to its operation;
- (4) Conducts its affairs and management through a board of directors, executive committee, or similar body chosen by the members at an annual meeting;
- (5) Has established bylaws or a constitution to govern its activities; and
- (6) Has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

PUBLIC PLACE means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, bingo facilities, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

RESTAURANT means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

RETAIL TOBACCO STORE means a retail store utilized primarily for the sale of tobacco products, smoking implements, or smoking accessories for on-premises consumption and in which the sale of other products is merely incidental, which shall include but not be limited to hookah lounges, cigar bars and humidors. In this definition, "primarily" means that the sale of tobacco products, smoking implements or

smoking accessories shall be at least 65% of the total sales revenues

SHOPPING MALL means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

SMOKE means the gases, particles or vapors released into the air as a result of combustion, electrical ignition or vaporization, including from an electronic smoking device, when the purpose of the combustion, electrical ignition or vaporization is human inhalation of the gases, particles or vapors. Smoke does not mean the combustion of material solely for olfactory purposes that does not contain any tobacco or nicotine.

SMOKING means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, including electronic cigarette, pipe, or any other lighted or heated tobacco, nicotine or plant product intended for inhalation, in any manner or in any form, including vaping.

SPORTS ARENA means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

SECTION 62-201. APPLICATION OF CHAPTER TO CITY-OWNED FACILITIES.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city, shall be subject to the provisions of this chapter.

SECTION 62-202. PROHIBITION OF SMOKING IN PUBLIC PLACES.

Smoking shall be prohibited in all enclosed public places within the city, including but not limited to, the following places:

- (1) Aquariums, galleries, libraries, and museums;
- (2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels;
- (3) Bars;
- (4) Billiard halls;
- (5) Bingo facilities;
- (6) Comedy clubs;
- (7) Convention facilities;
- (8) Elevators;
- (9) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance;
- (10) Gaming facilities;

- (11) Health care facilities;
- (12) Childcare and adult day care facilities;
- (13) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;
- (14) Polling places;
- (15) Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots;
- (16) Restaurants, (except for outdoor seating areas) designated as smoking in accordance with subsection 62-209(d);
- (17) Restrooms, lobbies, reception areas, hallways, and other common-use areas;
- (18) Retail stores;
- (19) Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state when a public meeting is in progress, to the extent the place is subject to the jurisdiction of the city;
- (20) Shopping malls; and
- (21) Sports arenas, including enclosed areas in outdoor arenas.

SECTION 62-203. PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT.

- (a) Smoking shall be prohibited in all enclosed areas within places of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, and all other enclosed areas.
- (b) This prohibition on smoking shall be communicated by employers to all existing employees by effective date of this chapter, and to all prospective employees upon their application for employment.

SECTION 62-204. DISTRIBUTION, DISPLAY AND SALE OF TOBACCO PRODUCTS, AND CIGARETTE MACHINES.

- (a) Distribution, display, and sale of smoking tobacco products or smoking paraphernalia on any public right-of-way, City Park or any city-owned building or facility is hereby prohibited.
- (b) Cigarette vending machines.
 - (1) Subject to the defenses provided in subsection (2) below, it shall be unlawful for any business owner, manager and employee in control of cigarette vending machines within the city to intentionally, knowingly, recklessly, or with criminal negligence

allow the display or use of any cigarette vending machine upon any property within the city.

- (2) It is a defense to prosecution under the provisions of this subsection (b) that:
 - a. The cigarette vending machine is situated in a premise where entry by any person under eighteen (18) years of age is prohibited by law, or
 - b. The cigarette vending machine is located in a workplace with the permission of the employer, provided that the employer has no persons under the age of eighteen (18) years employed at the workplace, and further provided that the cigarette vending machine is situated at a location within the workplace to which persons other than those employed at the workplace are not permitted to have access.
- (3) Penalty. A violation of this subsection is hereby declared to be a misdemeanor crime, and upon conviction, shall be punishable by a fine of not more than two thousand dollars (\$2,000.00).

SECTION 62-205. PROHIBITION OF SMOKING IN OUTDOOR AREAS.

Smoking shall be prohibited in the following outdoor places:

- (1) Within a reasonable distance of twenty (20) feet outside entrances, operable windows and ventilation system of enclosed areas, where smoking is prohibited so as to ensure tobacco smoke does not enter those areas;
- (2) Zoo facilities and grounds;
- (3) In, and within twenty (20) feet of, all outdoor sports arenas, stadiums, and amphitheaters;
- (4) In, and within twenty (20) feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the city;
- (5) In, and within twenty (20) feet of, all pavilions and playgrounds located within city- owned parks;
- (6) Within the public right-of-way and any seating located within the public right-of-way or on other city-owned property along the entire parade route of all city-sponsored parades for a period beginning two (2) hours before the start of each parade until one hour after the conclusion of each parade. This prohibition will not apply to those areas where smoking is permitted under 62-206(3) or to any other private property.

SECTION 62-206. WHERE SMOKING NOT REGULATED.

Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions of sections 62-202, 62-203 and 62-204:

- (1) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five (25) percent of rooms rented to guests in a hotel or motel may be so designated;

- (2) Outdoor areas except those listed specifically in the provisions in section 62-205;
- (3) Outdoor seating areas of restaurants designated as smoking areas in accordance with subsection 62-209(d);
- (4) Private clubs in existence as of the effective date of this chapter, and as defined in 62-200, including Veterans of Foreign War (VFW) posts;
- (5) Private residences, except when used as a child care, adult day care, or health care facility;
- (6) Retail tobacco stores; provided, however, that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this chapter; and
- (7) Tobacco product manufacturing facilities.

SECTION 62-207. PERSONS UNDER AGE OF EIGHTEEN (18) YEARS IN SMOKING AREA.

Notwithstanding any other provision of this chapter, persons under the age of eighteen (18) years may be admitted in establishments, facilities or other areas that allow smoking in accordance with the provisions of this chapter if such persons are accompanied by their parent or legal guardian.

SECTION 62-208. DECLARATION OF ESTABLISHMENT AS NONSMOKING.

Notwithstanding any other provision of this chapter, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subsection 62-209(a) and (b) of this chapter is posted.

SECTION 62-209. POSTING OF SIGNS.

- (a) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this chapter, by the owner, operator, manager, or other person in control of that place.
- (b) Every public place and place of employment where smoking is prohibited by this chapter shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.
- (c) All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this chapter by the owner, operator, manager, or other person having control of the area.
- (d) Areas which are exempt from the provisions of sections 62-202 and 62-203 of this Chapter shall post a standard sign at each entrance, to be designated by the city informing potential patrons that the area allows smoking, and warning patrons of the negative health effects associated with secondhand smoke.

- (e) The city will provide the signs required under subsection 62-209(d) to the owners or operators required to comply with subsection 62-209(d) at a reasonable and appropriate cost.

SECTION 62-210. RETALIATION PROHIBITED.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this chapter or reports or attempts to prosecute a violation of this chapter.

SECTION 62-211. ENFORCEMENT.

- (a) The Police Department, Fire Department and Code Compliance Division, in addition to any authority having jurisdiction to enforce city ordinances, shall have authority to enforce the provisions of this chapter.
- (b) Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Police Department.
- (c) The Police Department, Fire Department and Code Compliance Division, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this chapter.
- (d) An owner, manager, operator, or employee of an establishment regulated by this chapter shall inform persons violating this chapter of the appropriate provisions thereof.
- (e) Notwithstanding any other provision of this chapter, an employee or private citizen may bring legal action to enforce this chapter.
- (f) In addition to the remedies provided by the provisions of this section, the Police Department, Fire Department, Code Compliance Division, or their designees, or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this chapter may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

SECTION 62-212. VIOLATIONS AND PENALTIES.

Any person, firm, corporation, agent, employer or employee who intentionally, knowingly, recklessly or with criminal negligence violates any provision of this chapter shall, upon conviction, be fined an amount not more than two hundred dollars (\$200.00); provided, however, that in the event a defendant has previously been convicted under this chapter, such defendant shall be fined an amount not more than five hundred dollars (\$500.00) for a second conviction hereunder, and shall be fined an amount not more than two thousand dollars (\$2,000.00) for a third conviction hereunder and for each conviction thereafter. Each day that a violation is committed or permitted to exist shall constitute a separate offense.

SECTION 62-213. ADDITIONAL FEES FOR RESTAURANTS.

A reasonable fee to cover staff costs associated with inspections and program expenses may be charged by the city to the owner or operator of a restaurant in order to establish that outdoor seating areas of restaurants designated as smoking areas are so designated in accordance with subsections 62-202(16) and 62-209 of this chapter.

SECTION 62-214. GOVERNMENTAL AGENCY COOPERATION.

The city manager shall annually request other governmental and educational agencies having facilities within the city to establish local operating procedures in cooperation and compliance with this chapter. This includes urging all federal, state, county and school district agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

SECTION 62-215. OTHER APPLICABLE LAWS.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

SECTION II. REPEALER CLAUSE:

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION III. SAVINGS CLAUSE:

If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION IV. PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall take effect 120 days after its passage and publication according to law.

SECTION V. CODIFICATION:

The contents of Section I of this Ordinance shall be published in the appropriate location of the Code of Ordinances of the City of Pharr, Texas.

SECTION VI. 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

MEMORANDUM

DATE: May 12, 2016
TO: Juan G Guerra, City Manager 
FROM: Karla Moya, Finance Director

SUBJECT: Purchasing Manual Revision-Fleet Policy Addition

ISSUE

Purchasing Manual requires revision to include the addition of fleet purchasing policy. Fleet policy will provide the necessary procedures for purchasing of fleet vehicles.

STAFF RECOMMENDATION

It is recommended that the current Purchasing Manual be revised and approved to include the Fleet Policy as to ensure proper purchasing controls are taken for fleet management within the City.

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU

ORDINANCE NO: _____

AN ORDINANCE AMENDING ORDINANCE NOS. O-2015-29; O-2012-33; O-2010-29; AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

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

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

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

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

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

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Hilda Pedraza, City Clerk

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

CITY OF PHARR

Ambrosio Hernandez, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

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

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



PURCHASING MANUAL

MAY 2016

Recipients of:



Prepared By: Finance Department

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serves an interest of the City as a whole by assisting local vendors stay in business.

1.D – RESPONSIBILITIES OF CITY EMPLOYEES

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

The employees of the City responsible for purchasing activities should:

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

1.E – PURCHASING MANUAL REVIEW

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

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

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

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

2.A – DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, pursuant to H.B.914 and per Chapter 176, LGC, conflict of interest should be disclosed at all times. Vendors/entities wishing to do business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city, must disclose any potential conflict of interest (example: elected member/employee of the City that provide services to the City for

2.C – PERSONAL GAIN

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

2.D – INFLUENCE OF A PUBLIC EMPLOYEE

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

2.E – PARTICIPATING IN PROCUREMENT'S WITH FAMILY

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

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

2.F – GRATUITIES

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

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

2.G – KICKBACKS

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

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

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

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

1. Purchases less than \$2,000

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

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

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

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

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

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

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

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

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

- Medicine;
- Optometry;
- Professional engineering;
- Real estate appraisal; or
- Nursing.

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

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

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

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

4.ii Other Exemptions

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

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

are received or the date that the invoice is received, whichever is later. This Act also requires that vendors follow the same rules for payments to their subcontractors,

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

Other times when the Act provides exceptions are:

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

1. Standard Accounts Payable Cycle

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

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

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

2. Check Request Purpose and Use

Check Request forms are to be used for prompt payments and do not go through the standard City policy of using a semi-monthly payment cycle. They are only to be used for certain time-sensitive payment requests. Constant use of this procedure goes against the purchase order process and standard payment cycle, which leaves the door open to possible discrepancies in

cover the cost of the unbudgeted purchase via reallocation of another department's budget within the same fund (everyone will be notified of the budget reallocation). If reallocation of funds is not possible, Finance will not allow the purchase.

3.H – RECEIVING AND INSPECTION

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

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

3.I – INVOICES

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

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

CHAPTER 4 – QUOTATION PROCESS – FORMAL/INFORMAL

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

REQUESTING DEPARTMENT. The Finance Department will assist the requesting department in any way necessary, but will not be responsible for the final content of the specifications. The City Clerk is responsible for all remaining parts of the bids/proposals terms, conditions and document requirements including any legal terminology required by law.

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

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

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

5.5 – BID PREPARATION AND ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

Other considerations of a bid award may be:

5.11 – CHANGE ORDERS

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

5.12 – BONDING

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

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

5.12.1 – BONDING REQUIREMENTS

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

5.12.2 – BID BOND

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

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

to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

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

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

5.14 – TECHNOLOGY COMPETITIVE SEALED PROPOSALS

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

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

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

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

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

from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. Sole source purchases are subject to possible review by the City Attorney.

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

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

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

7.A – Procedure for Sole Source Purchases

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

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

CHAPTER 8 – DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

8.A – SURPLUS EQUIPMENT AND PROPERTY

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

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment or equivalent service;
3. Donated to an entity with City Commission approval;

➤ **Department Representative**

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

➤ **Finance/Account Administrator**

- Monitor charges for proper account codes and fund availability.
- Receive approved cardholder statements, receipts and supporting documentation.
- Confirm charges/receipts are authorized by department representatives and/or cardholder.
- Check individual receipts for account coding accuracy.
- Notify departments when approved monthly department statements are not received.
- Notify Credit Card Company of any disputes.
- Initiate training program for all cardholders/department representatives.
- Cancellation/termination of credit cards.
- Coordinate and maintain internal controls.
- Receive monthly City statements.
- Receive approved cardholder statements, receipts, and summary reconcile statements to City Total Summary.
- Pay all non-disputed monthly charges for consolidated statement.
- Process accounting data and issue accounts payable check.
- File and store statements, receipts, monthly check and etc.

9.C – LIMITATIONS ON USE OF CREDIT CARD

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

9.D – MISSING DOCUMENTATION

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

in comparison to non-Pharr vendors. This preference applies to items under the State of Texas bid mandated purchasing per section 3.B.

10.C – PURCHASING THROUGH STATE CONTRACTS

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

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

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

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

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

10.E – EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES

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

10.F – PURCHASING LAWS

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

Other statutes pertaining to purchasing or contracting are in Vernon's Civil Statutes or in other

Style, model and make will ultimately be proposed by the Department Head and approved by the City Manager. Police and Fire Departments are exempt from ordering standard white color vehicles and marked units. All others are required.

All new vehicles are to be delivered to the Service Center for inventory process.

Maintenance: The goal of Public Works vehicle and equipment maintenance practices is to keep vehicles and equipment in sound operating condition. Preventive maintenance routines and intervals followed by our mechanics and are based on local driving conditions and manufacturer's recommendations, for each type of vehicle or equipment and each type of maintenance service. Maintenance costs represent a significant portion of the total cost to own and operate a vehicle or piece of heavy equipment and tend to increase as a vehicle or equipment ages. Escalating maintenance costs are a key factor in determining when to replace a fleet vehicle. In addition to the added cost of maintenance as a vehicle ages, there is an additional cost to the municipality when a vehicle is in the garage receiving maintenance and not available for use. Preventive maintenance is the key to avoiding the repair or replacement of costly major vehicle components such as engines, transmissions and drive trains. Our mechanics make adjustments to the manufacturer's recommendations based on the specific vehicle's use. For example, a police vehicle may idle for an extended period of time while an officer monitors a high-risk area. When an engine idles, it incurs wear and tear that will require future maintenance. So the maintenance schedule for a vehicle that runs idle 50 percent of the time may be as frequent as that of a comparable one that drives more miles.

Accurate and complete vehicle maintenance records are a key tool for making fleet management decisions. Vehicle maintenance costs are variable and distinct to each vehicle. Pertinent records maintained for each vehicle are:

- Vehicle maintenance logs
- Cumulative costs of parts, labor, and overhead by a vehicle over its life.

Replacement: As with other aspects of fleet management, replacing a vehicle too soon or too late wastes money. Together with All Departments we are developing replacement standards based on APWA, industry guidelines and years of experience in operating and maintaining vehicles and equipment. The goal is to analyze the costs associated with a vehicle and identifying the point when, on average, a vehicle is reasonably depreciated but not yet incurring significant maintenance costs. By replacing vehicles at this point, we can avoid escalating maintenance costs and optimize vehicle resale value. The three criteria that we considered when establishing the vehicle replacement schedule were vehicle mileage, age and use. Because each municipality's fleet and usage is unique, a universal management guide does not exist that can be applied to all types of fleets for every locality. For example, a police vehicle has a different maintenance demand and useful life than a pickup truck in the Department of Public Works.

Reassignment and Disposal of Vehicles and Equipment: The vehicle and equipment fleet is sized to meet the current needs of the Municipality. Fleet vehicles and heavy equipment will not be reassigned unless it is used to replace unit currently assigned to other departments. In those

- Fire
- Pharr Police Athletic League (PAL)
- Public Works
- Innovated Technology
- Library
- Parks & Recreation
- Community Development
- Development Services
- Engineering
- Public Utilities

Key In-house Services

- Oil Change and Lube
- Brakes
- Radiator
- Fuel Pump
- Heater Core
- Evaporator Core
- Transmission Service- Oil and Filter
- Tire Repair
- Tire Rotation
- Hydraulics
- Belts
- Thermostat
- Gaskets
- Electrical
- Diagnostic Testing

functionality and overall condition of the vehicle. Priority is given to those departments whose services relate to public health and safety and law enforcement.

As vehicles reach the threshold miles or age of replacement criteria, a vehicle maintenance evaluation is performed by the Service Center Supervisor of the Public Works Department. If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention or reassignment. In some cases, it may be reassigned to other departments with "low usage" requirements. The Fleet Management Team will jointly review and approve all specifications for new purchases of Municipal vehicles and motorized equipment. Depending on the availability of funds, vehicles and equipment will be replaced when they are at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or there is a demonstrated cost saving to the City of Pharr.

Vehicle and Equipment Replacement and Depreciation

Purpose:

To provide a fiscally responsible vehicle and equipment replacement and depreciation policy that will enable the City of Pharr to maximize vehicle utilization while maintaining a good public image.

Policy:

Replacement criteria for City-owned vehicles will depend primarily on a point system, which is based upon:

1. Age
2. Miles/Hour Usage
3. Type of Service
4. Reliability
5. Maintenance and Repair Costs (not to include incident repairs)
6. Condition

Point Range Chart Note: The City may decide to retain a vehicle beyond the stated criteria after evaluation of anticipated usage, repairs and operating costs.

Each City Vehicle has been placed in a category, as listed below, so a replacement standard can be followed:

Category "A-I"

This category consists of the Police Department's One Officer Patrol Car Program, which is used primarily in dealing with the public. Because these cars are assigned to one officer only, the targeted cycle is 100,000 miles.

full purchase price the following year. The cost of upgrading a piece of equipment will be the responsibility of the operating division.

ATTACHMENT "A"

Guide for Early Replacement of City-Owned Vehicles

The consideration of early replacement of a vehicle often arises when major expenditures are necessary to restore it to a safe operating condition (e.g., major component failure or incident damage). The economic effect of such repairs cannot be avoided because the cost to the City is normally about the same whether the vehicle is sold in un-repaired condition or restored to repaired condition.

However, replacement prior to the normal criteria for vehicles will result in an acceleration of all future replacement cost cycles required to satisfy a continuing vehicle need. This acceleration of cost cycles causes a sizable increase in total present value cost of all future cycles and should be avoided whenever possible. Major vehicle repairs should always be made, with two exceptions:

1. Major expenditures for repair should not be made when the cost of the repair plus the vehicle salvage in un-repaired condition exceeds its wholesale value in repaired condition.
2. Major deferrable expenditures should not be made when a vehicle is in the final six months of its retention cycle. During this period the penalty for early replacement is small and, therefore, the vehicle should be replaced rather than repaired.

ATTACHMENT "B"

Depreciation Formula

Current acquisition price of each vehicle divided by the utilization cycle (mileage, hours or total maintenance cost) will provide the yearly depreciation allowance.

Example A

Engine Hours: \$300,000.00 fire truck divided by the target replacement cycle of 5,000 engine hours will give you a depreciation cost of \$60.00 per engine hour.

Taking the \$60.00 times the number of engine hours (560) the vehicle was operated the previous year will give you the yearly depreciation amount \$33,600.00.

Example B

Mileage: \$30,000.00 police vehicle divided by the target replacement cycle of 100,000 miles will

ATTACHMENT "D"

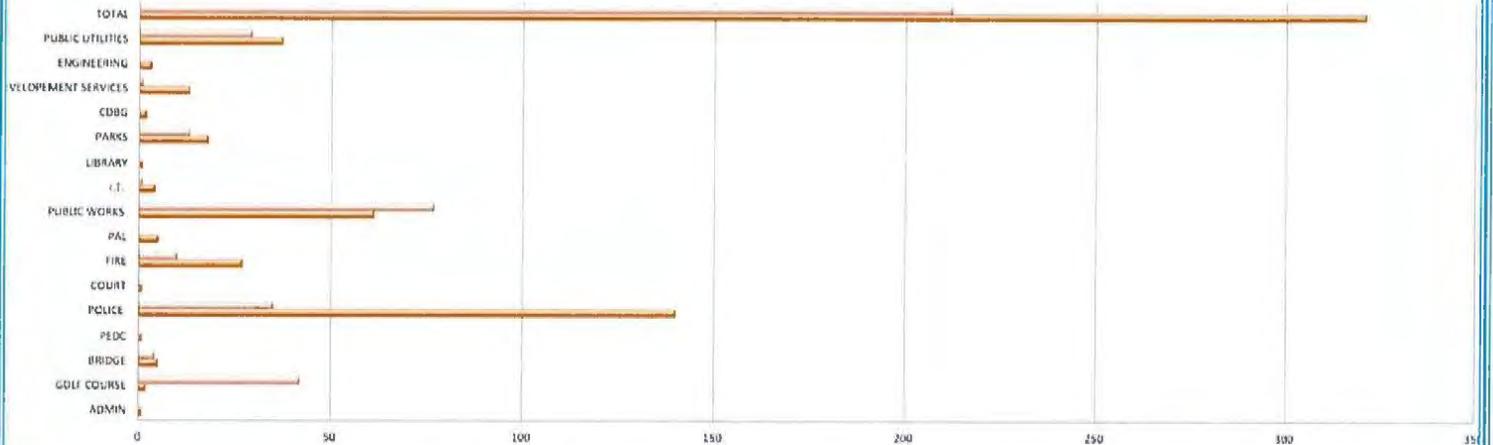
Point Range Detail for Sedans, SUV's, Trucks (1 Ton and Less)

Replacement Guidelines

Factor	Points	Description	
Age Hours/Usage Type of Service	1	Each Year of Chronological Age	
	1	Each 10,000 miles or 250 hours of usage	
	1	Standard sedans, SUV's, pickups	
	2	Standard vehicles with occasional off-road use	
	3	Any vehicle that pulls trailers, hauls heavy loads and has continued off-road usage	
	4	Any vehicle involved in debris removal	
Reliability	5	Police units	
	1	In shop one time within three month time period, no major breakdowns or road calls	
	2	In shop one time within three month time period, 1 breakdown/road call within 3 month period	
	3	In shop more than once within 3 month time period, 1 breakdown/road call within same period	
	4	In shop more than twice within one month time period, 1 or more breakdowns/road call in same time period	
PM Work Not Included	5	In shop more than twice monthly, two or more breakdowns within one month time period	
	1	Maintenance costs are less than or equal to 20% of replacement cost	
	2	Maintenance costs are 21-40% of replacement cost	
	3	Maintenance costs are 41-60% of replacement cost	
	4	Maintenance costs are 61-80% of replacement cost	
M&R Costs Incident Repair Not Included	5	Maintenance costs are greater than or equal to 81% of replacement costs	
	1	No visual damage or rust, good drive train	
	2	Minor imperfections in body and paint, interior fair (no rips, tears, bums), good drive train	
	3	Noticeable imperfections in body and paint surface, minor rust, minor damage for add-on equipment, worn interior (one or more rips, tears, burns) and weak or noisy drive train	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (rips, tears, cracked dash) major damage for add-on equipment and on drive train component bad	
Condition	5	Previous accident damage, poor paint and body condition, rust (holes), bad interior (rips, tears, cracked dash) drive train is damaged or inoperative and major damage from add-on equipment	
	Point Ranges	Condition	Description
	0-23	Excellent	Do not replace
	24-28	Very Good	Re-evaluate for next year's budget
	29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows	
39+	Poor	Needs priority replacement	

Inventory 2015*

City of Pharr Fleet and Equipment Inventory



	ADMIN	GOLF COURSE	BRIDGE	PEDC	POLICE	COURT	FIRE	PAL	PUBLIC WORKS	I.T.	LIBRARY	PARKS	CDBG	DEVELOPMENT SERVICES	ENGINEERING	PUBLIC UTILITIES	TOTAL
MODULE	0	42	4	0	35	0	10	0	77	1	0	13	0	1	0	29	212
UNIT	1	2	5	1	140	1	27	5	61	5	1	18	2	13	3	17	321



MEMORANDUM

DATE: May 4, 2016
TO: Mayor and Commissioners
FROM: Juan G. Guerra, City Manager

GW

Resolution appointing/re-appointing City Clerk and Assistant City Clerk

ISSUE

As per City Charter Article III Sec. 3, the Board of Commissioners shall appoint/re-appoint a City Clerk and Assistant City Clerk every two (2) years.

Hilda Pedraza was re-appointed City Clerk on May 6, 2014 and Imelda Barrera was appointed Assistant City Clerk on June 16, 2015 to fill an unexpired term.

STAFF RECOMMENDATION

Staff is recommending appointing/re-appointing a City Clerk and an Assistant City Clerk.

STATE OF TEXAS 0

COUNTY OF HIDALGO 0

CITY OF PHARR 0

RESOLUTION
NO: R-2016-_____

WHEREAS, the City Clerk is the chief clerical officer of the City of Pharr, Texas, and performs such duties as may be assigned by 1) the City Manager of the City of Pharr, Texas, 2) as required by the Charter of the City of Pharr, Texas, 3) as stated in Vernon's Annotated Civil Statutes, and 4) as generally delegated to City Clerk in Home Rule Municipalities (but nevertheless in accordance with the Charter and Ordinances of the City of Pharr, Texas); and

WHEREAS, Article III, Section 3 of the City Charter requires that the Board of Commissioners appoint a City Clerk and Assistant City Clerk who shall hold office for a term of two (2) years; and

WHEREAS, the City Clerk and Assistant City Clerk for the City of Pharr, Texas, shall receive a salary for their services as may be from time to time set forth in the Budget of the City of Pharr, Texas.

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

_____ shall be and is hereby appointed as City Clerk for the City of Pharr, Texas, and that _____ shall be and is hereby appointed Assistant City Clerk for the City of Pharr, Texas, for the term of two (2) years or until their successors are appointed and qualified, unless terminated sooner in accordance with the law.

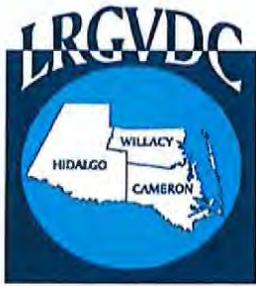
APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 16th day of May, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
 Mayor Tony Martinez, Brownsville.....1st Vice-President
 Mayor Celeste Sanchez, San Benito.....2nd Vice-President
 Hon. Norma G. Garcia, Member-at-Large.....Secretary
 Council Member Richard Molina, Edinburg.....Treasurer
 Mayor Chris Boswell, Harlingen.....Immediate Past President

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 Commissioner, Cameron County

Eduardo "Eddie" Cantu
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Aurelio "Keter" Guerra
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 TSTC, Harlingen

Troy Allen
 Delta Lake Irrigation District

Ronald Mills
 Willacy Navigation District

Steve Brewer
 Member-at-Large

Mayor Pro-tem Eddy Gonzalez
 Member-at-Large

Arturo Ramirez
 Grassroots Organizations

EXECUTIVE DIRECTOR
 Kenneth N. Jones, Jr.

MEMORANDUM

TO: City Manager and City Attorney

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

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

DATE: May 11, 2016

Recently, the LRGVDC Board of Directors heard a presentation by Texas Gas Service Company representatives regarding the 2016 Cost Of Service Adjustment (COSA) Tariff filing with thirty-four (34) cities in its Rio Grande Service Area. As in the past, the LRGVDC Board supports the efforts of the Valley Cities Gas Coalition (VCGC) and took action partnering with the City of Weslaco to coordinate the VCGC efforts for this COSA filing.

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

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

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

gmg@lglawfirm.com and ylara@lglawfirm.com

Rio Grande Valley Texas Gas Service
Attn: Ms. Naomi Perales, Community Relations Manager
P. O. Box 531827
Harlingen, TX 78553-1827

naomi.perales@onegas.com

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

knjones@lrgvdc.org and dmorales@lrgvdc.org

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

RESOLUTION NO. _____

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

WHEREAS, on or about April 28, 2016, Texas Gas Service Company ("TGS" or "Company"), filed with the City of Pharr ("City") a Cost of Service Adjustment ("COSA") seeking to increase natural gas rates to all customers residing in the City; and

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

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

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

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS:

1. That the City is authorized to participate with other Valley Cities in TGS' COSA filing to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

2. Subject to the right to terminate employment at any time, the City hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and Karl J. Nalepa, of the consulting firm R.J. Covington Consulting, LLC to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the COSA filing.

3. That the City's reasonable expenses shall be reimbursed by TGS.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law; and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Geoffrey Gay, at Lloyd Gosselink Rochelle & Townsend, P.C., P. O. Box 1725, Austin, Texas 78767-1725 and to Tom Capps, at Texas Gas Service Company, 5602 East Grimes Road, Harlingen, Texas 78553.

CITY OF PHARR

Ambrosio Hernandez
Mayor

ATTEST:

Hilda Pedraza
City Clerk

MEMORANDUM

DATE: May 9, 2016

TO: Juan G. Guerra, City Manager

ec
w

FROM: Roel Garza, Director of Parks and Recreation R. G.

SUBJECT: Resolution on appointing one new Golf Course Advisory Board Member

ISSUE

Mr. Kenneth Nissen has resigned from the Golf Course Advisory Board, therefore, a new board member needs to be appointed at this time to fill the unexpired term.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You

May 6, 2016

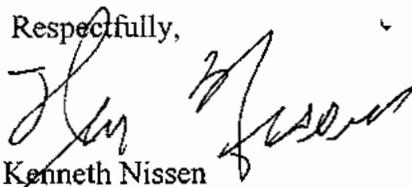
Golf Course Advisory Board
City of Pharr
413 E. Clark
Pharr, TX 78577

Dear Mr. Garza

This letter serves as my immediate resignation from duties and responsibilities as a board member with the Golf Course Advisory Board with the City of Pharr Parks and Recreation Department.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,



Kenneth Nissen



MEMORANDUM

DATE: May 11, 2016

TO: Juan G Guerra, City Manager

Handwritten initials "JG" in blue ink, enclosed in a circle.

FROM: Jason Arms, IT Director / Media Director / EMC

SUBJECT: Authorizing Adoption of Hidalgo County Hazard Mitigation Plan

ISSUE

The City of Pharr does not have a current "hazard mitigation plan". This plan is required for consideration for some grant funding from state and federal entities. The City of Pharr has participated in the drafting of the Hidalgo County Hazard Mitigation Plan over the past two years.

FINANCIAL CONSIDERATION

The adoption of this plan does not have a financial impact.

STAFF RECOMMENDATION

Due to the state and federal requirement for the City of Pharr to have a hazard mitigation plan to receive grant funds for mitigating threats, staff recommends the adoption of the Hidalgo County Hazard Mitigation Plan that was approved by Hidalgo County Commissioners Court this year.

ALTERNATIVES

We can continue as is and not apply for grants associated with hazard mitigations.

THANK YOU



A RESOLUTION OF THE CITY OF PHARR ADOPTING THE HIDALGO COUNTY HAZARD MITIGATION ACTION PLAN, MAY 2016; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr recognizes the threat that natural hazards pose to people and property within Hidalgo County; and

WHEREAS, the County of Hidalgo has prepared a multi-hazard mitigation plan, hereby known as Hidalgo County Hazard Mitigation Action Plan, May 2016, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, Hidalgo County Hazard Mitigation Action Plan, May 2016, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Pharr from the impacts of future hazards and disasters; and

WHEREAS, adoption of the Plan by the City of Pharr demonstrates the City's commitment to hazard mitigation and achievement of the goals outlined in the Hidalgo County Hazard Mitigation Action Plan, January 2016;

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

Section 1. That the City Commission of Pharr Texas adopts the Hidalgo County Hazard Mitigation Action Plan, May 2016.

Section 2. That this Resolution is effective immediately upon its passing and approval.

PASSED AND APPROVED THIS _____ day of _____, 2016

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

MEMORANDUM

DATE: May 16, 2016
TO: Juan G Guerra, City Manager
FROM: Gary Rodriguez, Director, Community Events

OK
aw

SUBJECT: Consideration of 2017 McAllen Memorial High School Request

ISSUE

The City of Pharr has received a request from the Steering Committee of the 2017 McAllen Memorial High School Kicker Dance for consideration of a variance of the established fee of rental of the Boggus Ford Events Center for their event scheduled for Saturday May 13, 2017.

FINANCIAL CONSIDERATION

The fee for the rental of the Boggus Ford Events Center for this date, as mandated by City Ordinance 0-2015-38, is \$10,000. The Kicker Dance Steering Committee is asking for consideration on this date and this date only for a reduced fee of \$8000 based on funds raised through events, donations and sales.

STAFF RECOMMENDATION

The Boggus Ford Events Center is the venue of choice for the McAllen Memorial High School Kicker Dance. Staff recommends approval of this one-time request.

ALTERNATIVES

The alternative would be to deny this request in keeping with an approved city ordinance.

REC'D _____
CC _____
MAY - 6 2016
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS

April 27, 2016

Hello Mr. Rodriguez,

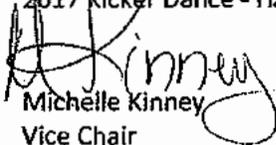
Thank you for talking to me last Thursday. I have been talking with your staff about the possibility of holding the 2017 McAilen Memorial HS Kicker event at the Pharr Events Center, preferably on Saturday, May 13, 2017. This event is a private graduation/dance celebration for Memorial high school graduating seniors and their families. We are a private, non-profit parent-run organization that exists solely for the purpose of holding an annual graduation party, although we do not formally have 501(c)(3) status.

Since 2012 we have successfully held this event at the Pharr Events Center. Since 2012 we have paid a base rental fee and an additional per person "ticket" charge of \$1.00 per person in attendance. Our 2017 budget, which has already been set and approved, is based on this arrangement which has been in effect over the past several years. Unfortunately, it appears this year the rental price as a non-ticketed event has now doubled from \$5,000 to \$10,000. Also, it appears that in order to be considered a "ticketed" event, that all attendees must purchase a minimum cost \$2.50 ticket at the ticket booth prior to entering the event, instead of our organization directly paying the per-person ticket charge to the Pharr Events Center.

We would like to continue holding our event at the Pharr Event Center, but it may not be feasible under the new arrangements. Is any way the City would consider offering any variation on the terms as a non-ticketed event so we can continue to hold our event there? Ideally, a flat rate of \$7,500 to \$8,000 is possible for this year's budget. The following year now knowing the fees, the committee can make adjustments to meet the \$10,000 rate.

We appreciate your time and working with us on this. Look forward to hearing back from you.

Catherine Garcia
2017 Kicker Dance - Hall Committee


Michelle Kinney
Vice Chair


Barry Franklin
Treasurer

956 / 330-5095



MEMORANDUM

DATE: May 11, 2016
TO: Juan Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for Sugar Road & El Dora Road Traffic Signal Project.

ISSUE

A total of one (1) bid was received. Plans and specifications were sent to four (4) other contractors but one contractor submitted bid. The lowest and responsible contractor was Austin traffic Signal Co. in the amount of \$121,403.80.

FINANCIAL CONSIDERATION

Contract amount \$121,403.80

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 Austin Traffic Signal in the amount of \$121,403.80. Attached is the Engineer Letter of Recommendation and Bid Tabulation.

ALTERNATIVES

REC'D CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS

May 3, 2016

Mr. William F. Ueckert, P.E.
City Engineer
City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

RE: BID No. 1516-01-528-0031
Sugar Rd at Eldora Rd Traffic Signal

Dear Mr. Ueckert,

Aldana Engineering & Traffic Design, LLC (AETD) has reviewed the Bids received for the above referenced project, submitted to the City of Pharr.

One bid was submitted and accepted by the City of Pharr before the submittal deadline of 2:00 p.m. on Thursday, April 28, 2016. The sole bidder was Austin Traffic Signal Construction Company, Inc.

Austin Traffic Signal Construction Company, Inc. submitted a total bid of **\$121,403.80** for the traffic signal improvements. The bid was reviewed and no errors were found.

AETD recommends the project be awarded to Austin Traffic Signal Construction Company, Inc. in the amount of \$121,403.80.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC

Albert J. Aldana, P.E.
Project Manager

Bid Tabulation

Sugar Road & El Dora Road Traffic Signal Bid No. 1516-01-528-0031

ITEM	CODE	DESCRIPTION	UNIT	EST. QTY	Austin Traffic Signal Co.	
					UNIT PRICE	TOTAL PRICE
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	28	\$240.00	\$6,720.00
422	6001	REINFORCED CONCRETE SLAB (4")	SF	60	\$150.00	\$9,000.00
500	6001	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00
502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	\$1,250.00	\$3,750.00
618	6023	CONDT (PVC) (SCHD 40) (2")	LF	72	\$15.00	\$1,080.00
618	6033	CONDT (PVC) (SCHD 40) (4")	LF	56	\$20.00	\$1,120.00
620	6007	ELEC CONDR (NO. 8) BARE	LF	19	\$1.60	\$30.40
620	6009	ELEC CONDR (NO. 6) BARE	LF	96	\$1.80	\$172.80
620	6010	ELEC CONDR (NO. 6) INSULATED	LF	154	\$1.90	\$292.60
621	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	371	\$2.00	\$742.00
624	6008	GROUND BOX TY C (162911) W/APRON	EA	1	\$815.00	\$815.00
625	6003	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	700	\$2.50	\$1,750.00
644	6001	IN SM RD SN SUP & AM TY10BWG (1) SA (P)	EA	2	\$750.00	\$1,500.00
644	6076	REMOVE SM RD SN SUP & AM	EA	4	\$150.00	\$600.00
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	400	\$5.80	\$2,320.00
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	100	\$10.60	\$1,060.00
666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	\$110.00	\$440.00
666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	2	\$110.00	\$220.00
672	6007	REFL PAV MRK TY I-C	EA	20	\$5.90	\$118.00
672	6009	REFL PAV MRK TY II-A-A	EA	10	\$5.90	\$59.00
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$19,500.00	\$19,500.00
682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	8	\$185.00	\$1,480.00
682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	\$185.00	\$370.00
682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	8	\$185.00	\$1,480.00
682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	\$185.00	\$370.00
682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	8	\$185.00	\$1,480.00
682	6018	PED SIG SEC (12 IN) LED (COUNTDOWN)	EA	8	\$450.00	\$3,600.00
682	6023	BACK PLATE (12 IN) (3 SEC)	EA	8	\$70.00	\$560.00
682	6025	BACK PLATE (12 IN) (5 SEC)	EA	2	\$95.00	\$190.00
684	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	233	\$2.20	\$512.60
684	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	1025	\$2.40	\$2,462.40
686	6008	INS TRF SIG PL AM (S) STR (TY B) LUM	EA	2	\$5,100.00	\$10,200.00
688	6002	PED DETECT PUSH BUTTON (STANDARD)	EA	8	\$145.00	\$1,160.00
6002	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$6,925.00	\$6,925.00
6002	6002	VIVDS CAMERA ASSEMBLY	EA	4	\$1,250.00	\$5,000.00
6002	6003	VIVDS SET-UP SYSTEM	EA	1	\$600.00	\$600.00
6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	408	\$3.00	\$1,224.00
1000	0	Allowance Amount	LS	1	\$25,000.00	\$25,000.00

** Base Bid

\$121,403.80

** Adjustment of Contractor's Total

MEMORANDUM

DATE: May 12, 2016
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director

OK
cm

**SUBJECT: AWARDING FINANCIAL INSTITUTION PROVIDING
PROCUREMENT CARD PROGRAM**

ISSUE

In an effort to streamline the purchasing process that the city currently has, City Administration has decided to facilitate Credit Card Purchases through P-Cards. The City advertised and requested Proposals on May 12th, 2016 and received proposal from one institution only; BBV Compass.

FINANCIAL CONSIDERATION

The services that we are seeking do not have major charges to the City other than penalties charges if past due and annual administrative fees. Please refer to attached schedule.

STAFF RECOMMENDATION

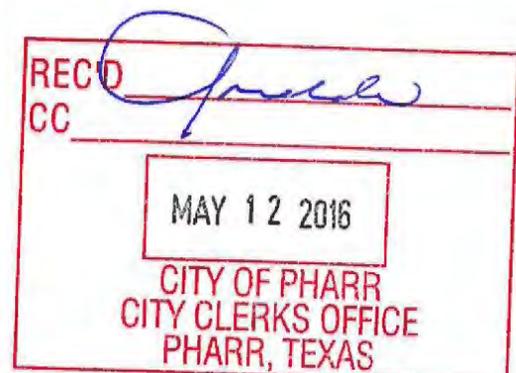
To award BBVA Compass Commercial Banking to provide Procurement Card Program to City.

ALTERNATIVES

The City can always opt to maintain the current procurement process.

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

Thank you.



Procurement Card Fee/Rebate Schedule

Please refer to Full Financial Proposal in the Appendix

Procurement Card Fees

The fees proposed on this form will be effective until the following date*:

<u>Fee Item</u>	<u>Cost</u>	<u>Description of Fee</u>
Annual Card Fee	Waived	
Overnight Card Delivery Fee	\$30.00	Standard shipments are at no charge
Logo on Card Fee	\$300.00	One time for term of agreement
SpendNet Navigator Fee	Waived	For term of agreement
SpendNet Navigator Monthly fee	Waived	For term of agreement
International Currency Exchange Fee	1% of USD Amount	
Past Due- Account Finance Charge	1.5% of Past Due Balance	

Rebate Schedule:

<u>Spend Level</u>		<u>Payment Terms</u>	
<u>Monthly Charge Volume</u>		<u>Rebate Percentage</u> - Rebates are paid on a monthly basis. Rebates will be paid by ACH credit to an account designated by the City.	
<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>
\$1	\$83,333	0.00%	
\$83,334	\$166,667	0.80%	
\$166,668	\$250,000	1.05%	
\$250,001	\$333,333	1.15%	
\$333,334	\$416,667	1.20%	
\$416,668	\$500,000	1.25%	
\$500,001	+	1.30%	
**Large Ticket/Reduced Interchange Transaction		0.35%	

** Please refer to *Financial Proposal* (page 3) in the Appendix, for definitions

Settlement:

Our terms are based on a 30 day cycle with 14 days to pay. BBVA will debit the account designated by the City.



MEMORANDUM

DATE: May 11, 2016
TO: Juan G Guerra, City Manager 
FROM: Luis Bazan, Bridge Director

SUBJECT: Consideration and action, if any, on Pharr International Bridge submitting a proposal for a public private partnership with the Donna Alliance Bridge.

ISSUE

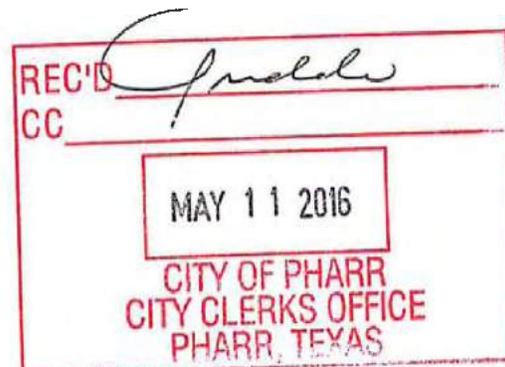
Pharr International Bridge would like to submit a proposal for a public private partnership with the Donna Alliance Bridge.

FINANCIAL CONSIDERATION

N/A

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to submitting a proposal for a public private partnership with the Donna Alliance Bridge.





interoffice
MEMORANDUM

To: Mayor and City Commission

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

Subject: **Agenda Item – Consultation with the Board of Commissioners on Department Directors**

Date: May 13, 2016

No backup is needed for this item.

Thank you.



MEMORANDUM

DATE: May 11, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer



SUBJECT: Agenda Request: Consideration and action, if any, on Change Order #1 in the total amount of add \$17,761.50 to Texas Cordia Construction, LLC contract for Navarro Street Improvements.

ISSUE

Currently there sections of Navarro Street that and existing water line is located under the proposed pavement. In order to avoid cutting the new pavement in the future, if a water line break occurs. It is good practice to have the line located behind the curb.

This subdivision was developed prior to 1990 and the water lines were installed by Military Water Supply Corporation. There are no "As-Built" drawings of the water line.

FINANCIAL CONSIDERATION

Estimated construction cost is \$17,761.50. See attached breakdown.

STAFF RECOMMENDATION

Staff recommends Change Order #1.

ALTERNATIVES

Water line will remain under pavement.

REC'D	<i>[Signature]</i>
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



CHANGE ORDER

Contractor: Texas Cordia Construction, LLC

Change Order No.: 1

Project: Navarro Street Improvements

Date: 5/2/2016

Notice to Proceed Date: 2/2/2016

Change Order Amount: \$17,761.50

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

1. Add 171 LF of Water Line (8") (PVC) (C-900)
2. Add 3 EA Plug / Cap (8")
3. Add 3 EA Water Valve & Box (8")
4. Add 1 EA 8" x 8" Tee
5. Add 6 EA 8" - 45 Degree Elbows
6. Add 1 LS Contingency

Reason for Change Order:

The above items are required for the purpose of adjusting an existing water line that is currently under the Navarro Street 1. thru 6. pavement. The water line will be adjusted to the right-of-way.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$849,425.01	Original Completion Date: <u>7/11/2016</u>
Previous Change Order: (+/-)	\$0.00	Additional Days: <u>3</u>
This Change Order: (+/-)	\$17,761.50	Revised Completion Date: <u>7/14/2016</u>
Revised Contract Amount:	\$867,186.51	

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

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

Accepted:			<u>5/3/2016</u>
Contractor		Authorized Signature	Date
Recommended:			<u>5/3/16</u>
Ramiro Gutierrez, P.E.		Authorized Signature	Date
Project Engineer			<u>5/11/16</u>
William F. Ueckert Jr., P.E.		Authorized Signature	Date
City Engineer			
Approved:			
Juan Guerra		Authorized Signature	Date
City Manager			
Ambrosio Hernandez		Authorized Signature	Date
Mayor			



MEMORANDUM

DATE: May 11, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer



SUBJECT: Agenda Request: Consideration and action, if any, on Change Order #1 in the total amount of add \$21,033.50 and 30 days Garco Construction Inc. contract for Egly & Sugar Drainage Detention Pond Offsite Improvements.

ISSUE

This change order is adjustments of quantities used on the project. The construction contract is based on units at unit prices installed or used to complete the project. Final Adjustment can only be accomplished when the project is completed and the unit quantities are calculated. In addition the contractor is requesting 30 days to be added to their contract due to rain delay. Inspector's daily reports verified the 30 days are justifiable.

FINANCIAL CONSIDERATION

Estimated construction cost is **\$21,033.50**. See attached breakdown.

STAFF RECOMMENDATION

Staff recommends Change Order #1.

ALTERNATIVES

GARCO INDUSTRIES BASE BID								
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL	UNITS INSTALLED	TOTAL	Over/Under
1	PREPARING OF ROW, DENSITY CONTROL AND HAULING AND DISPOSAL OF ALL USED MATERIALS. TO INCLUDE REMOVAL OF ANY EXISTING DRAINAGE STRUCTURES. ALL COMPLETE IN PLACE.	25	STA	\$1,000.00	\$25,000.00	25	\$25,000.00	\$0.00
2	PAVEMENT REPAIR AS PER PLAN DETAILS. ALL COMPLETE IN PLACE.	1,821	SY	\$25.40	\$46,253.40	2,566	\$65,176.40	\$18,923.00
3	RCP (18") (CL III) (RUBBER GASKET). ALL COMPLETE IN PLACE.	2,604	LF	\$40.60	\$105,722.40	2,604	\$105,722.40	\$0.00
4	RCP (24") (CL III) (RUBBER GASKET). ALL COMPLETE IN PLACE.	1,175	LF	\$54.00	\$63,450.00	1,175	\$63,450.00	\$0.00
5	RCP (36") (CL III) (RUBBER GASKET). ALL COMPLETE IN PLACE.	15	LF	\$114.90	\$1,723.50	15	\$1,723.50	\$0.00
6	INLET (TY A). ALL COMPLETE IN PLACE.	3	EA	\$2,500.00	\$7,500.00	3	\$7,500.00	\$0.00
7	CONCRETE STORM SEWER MANHOLE (48" DIA). TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	5	EA	\$3,250.00	\$16,250.00	5	\$16,250.00	\$0.00
8	CONCRETE STORM SEWER MANHOLE (72" DIA). TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	1	EA	\$6,550.00	\$6,550.00	2	\$13,100.00	\$6,550.00
9	CONCRETE STORM SEWER MANHOLE (48" DIA) WITH BOX SECTION. TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	3	EA	\$4,550.00	\$13,650.00	3	\$13,650.00	\$0.00
10	18" CURB & GUTTER WITH 3-#3 REBAR CONTINUOUS. ALL COMPLETE IN PLACE.	160	LF	\$16.50	\$2,640.00	45	\$742.50	-\$1,897.50
11	3-FT VALLEY GUTTER (4000PSI AND REBAR). ALL COMPLETE IN PLACE.	215	LF	\$34.00	\$7,310.00	219	\$7,446.00	\$136.00
12	CONCRETE SIDEWALK (4") WITH 4" SAND BEDDING. ALL COMPLETE IN PLACE.	16	SY	\$54.00	\$864.00	36	\$1,944.00	\$1,080.00
13	REPAIR CONCRETE DRIVEWAY (6") WITH REBAR REINFORCEMENT AND 6" CALICHE. ALL COMPLETE IN PLACE.	40	SY	\$95.00	\$3,800.00	0	\$0.00	-\$3,800.00
14	OUTFALL TO DETENTION POND WITH END TREATMENT. ALL COMPLETE IN PLACE.	1	EA	\$1,675.00	\$1,675.00	1	\$1,675.00	\$0.00
15	OUTFALL STRUCTURE WITH STANDARD TY C GRATE INLET. ALL COMPLETE IN PLACE.	1	EA	\$2,450.00	\$2,450.00	1	\$2,450.00	\$0.00
16	REPLACEMENT OF EXISTING AC PIPE WITH 6" PVC C-900 PIPE FOR WATER LINE; TO INCLUDE CAST IRON DRESSER COUPLINGS ON EACH END. AND 12" STEEL CASING. ALL COMPLETE IN PLACE.	16	LF	\$220.00	\$3,520.00	20	\$4,400.00	\$880.00
17	RELOCATE MAILBOXES. ALL COMPLETE IN PLACE.	3	EA	\$75.00	\$225.00	3	\$225.00	\$0.00
18	RELOCATE EXISTING STOP/STREET SIGN. ALL COMPLETE IN PLACE.	2	EA	\$100.00	\$200.00	0	\$0.00	-\$200.00
19	TRENCH PROTECTION	2,529	LF	\$0.75	\$1,896.75	2,529	\$1,896.75	\$0.00
20	CONSTRUCTION SURVEYING & STAKING.	1	LS	\$12,500.00	\$12,500.00	1	\$12,500.00	\$0.00
21	BARRICADES, TRAFFIC CONTROL AND SIGNS.	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00	\$0.00
22	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00
TOTAL BASE BID AMOUNT:				\$333,180.05		\$354,851.55		\$21,671.50
				5% BID BOND	YES		YES	YES
				ADDENDUM NO. 1	YES		YES	NO

ALTERNATE BID								
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL	UNITS INSTALLED	TOTAL	Over/Under
1	1-IN HMAC OVERLAY ON FULL WIDTH OF STREET AS SHOWN ON PLANS (TY D LIMESTONE AGGR.) 110LBS/SY). ALL COMPLETE IN PLACE.	7,430	SY	\$7.25	\$53,867.50	7,342	\$53,229.50	-\$638.00
TOTAL ALTERNATE BID AMOUNT:				\$53,867.50		\$53,229.50		-\$638.00

Change Order

\$21,033.50



CHANGE ORDER

Contractor: Garco Industries Inc.

Change Order No.: 1

Project: Egly & Sugar Drainage Detention Pond Off Site Improvements

Date: 05/10/2016

Notice to Proceed Date: 08/24/2016

Change Order Amount: \$ 21,033.50

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

Adjustment of Quantities: Increase and Decrease of Quantities
See attached spreadsheet.

Reason for Change Order:

Adjustment of Quantities: Increase and Decrease of Quantities
See attached spreadsheet.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	<u>\$ 387,047.55</u>	Original Completion Date: <u>03/01/2016</u>
Previous Change Order: (+/-)	<u>\$ 0.00</u>	Additional Days: <u>30</u>
This Change Order: (+/-)	<u>\$ 21,033.50</u>	Revised Completion Date: <u>03/31/2016</u>
Revised Contract Amount:	<u>\$ 408,081.05</u>	

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

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

Accepted:

Garco Industries Inc
Contractor


Authorized Signature

5/11/16
Date

Recommended:

William F. Ueckert Jr., P.E.
Project Engineer

Authorized Signature

Date

William F. Ueckert Jr., P.E.
City Engineer

Authorized Signature

Date

Approved:

Juan Guerra
City Manager

Authorized Signature

Date



MEMORANDUM

DATE: May 11, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on acceptance of the Sugar & Egly Drainage Detention Pond Offsite Improvements with Garco Industries Inc. and release of final payment and retainage in the amount of \$ 20,404.05.

ISSUE

Garco Industries Inc. has completed Drainage Detention Offsite Improvements. A final inspection was held on April 29, 2016 and improvements were completed according to plans and specifications.

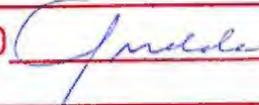
FINANCIAL CONSIDERATION

Construction Contract: \$387,047.55
Change Order #1: \$ 21,033.50
Revised Contract: \$408,081.05
Expenditures to Date: \$387,677.00
Final Payment and Retainage in the amount of \$20,404.05.

STAFF RECOMMENDATION

Staff recommends acceptance of project and release of final payment and retainage.

ALTERNATIVES

REC'D 
CC
MAY 11 2016
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS

Payment Request No. 5 & Final
 Period: 02/24/2016 to 04/13/2016

Owner: City of Pharr
118 South Cage
Pharr, TX 78577

Contractor: GARCO INDUSTRIES INC
PO BOX 2843
MCALLEN TX 78502

Project: SUGAR & EGLY DRAINAGGE DETENTION POND

Original Contract Amount: \$387,047.55
 Change Orders: \$21,033.50
 Contract Amount to Date: \$387,047.55
 Total to Date: \$408,081.05 Attachment "A"
 Total Stored to Date: _____
 Total to Date: \$408,081.05
 Retainage: \$20,404.05
 Total Due Less Retainage: \$387,677.00
 Less Previous Payments: \$387,677.00
 Current Payment Due: \$20,404.05

Percent Completed: 100.00%

Change Order Summary		
No.	Addition	Deductions
1	\$21,033.50	
Totals:	\$21,033.50	\$0.00

Net Change Order: \$21,033.50



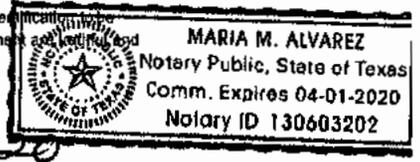
Contractor:
 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Jerry Sanza 5/11/2016
 Signature: _____ Date: _____

Subscribed and sworn before me this 11 day of May

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification. The person signed this document in my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Maria M Alvarez 4/01/2020
 Notary Public: _____ My Commission Expires: _____



City of Pharr Engineer of Record:
 In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Engineer of Record certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: _____ Date: _____

Approved:
William F. Ueckert Jr., P.E. _____
 City Engineer Signature Date
Ed Wylie _____
 Assistant City Manager Signature Date
Juan Guerra _____
 City Manager Signature Date

APPLICATION AND CERTIFICATION FOR PAYMENT

Owner:
 City of Pharr
 118 S Cage Blvd
 Pharr, TX 78577

PROJECT:
 Sugar & Egly Drainage Detention Pond
 Offsite Improvements

APPLICATION NO 5

PERIOD TO: 4/13/16

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

FROM:
 Garco Industries Inc.
 PO BOX 2843
 MCALLEN, TX 78502
CONTRACT FOR:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1	ORIGINAL CONTRACT SUM	\$	\$387,047.55
2	ALTERNATE BID	\$	0.00
3	CONTRACT SUM TO DATE (Line 1+2)	\$	387,047.55
4	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	408,081.05
5	5% Retainage:	\$	\$20,404.05
	Total Retainage	\$	\$20,404.05
6	TOTAL EARNED LESS RETAINAGE	\$	387,677.00
7	LESS PREVIOUS CERTIFICATES	\$	387,677.00
8	CURRENT PAYMENT DUE	\$	20,404.05
9			
	CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
	CHANGE ORDER #	\$0.00	\$0.00
	CHANGE ORDER #(PREV. MONTHS)	0.00	\$0.00
	Total approved this Month	\$0.00	\$0.00
	TOTALS	\$0.00	\$0.00
	NET CHANGES by Change Order	\$0.00	

JERRY GARZA, PRESIDENT
 DATE: ___/___/2016

NOTARY: _____
 DATE: ___/___/2016

SEAL:

GARCO INDUSTRIES INC.

OFFICE: 956-783-1695 • FAX: 956-781-3990

4/13/16

Draw#5

A	B	C	D	E	F	G
ITEM NO.	Description	CONTRACT QUANTITY	RATE	CONTRACT AMOUNT	QUANTITY TO DATE	AMOUNT BILLED TO DATE
1	Preparing of row, density control and hauling and disposal of all used materials. To include removal of any existing drainage structures. All complete in place.	25	\$1,000.00	\$25,000.00	25	\$25,000.00
2	Pavement repair as per plan details. All complete in place.	1821	\$25.40	\$46,253.40	2566	\$65,176.40
3	RCP (18") (CL III) Rubber Gasket) All complete in place.	2604	\$40.60	\$105,722.40	2604	\$105,722.40
4	RCP (24")(CL III) (Rubber Gasket) All complete in place	1175	\$54.00	\$63,450.00	1175	\$63,450.00
5	RCP(36") (CL III) Rubber Gasket) All complete in place	15	\$114.90	\$1,723.50	15	\$1,723.50
6	Standard Inlet (TY A) All complete in place.	3	\$2,500.00	\$7,500.00	3	\$7,500.00
7	Concrete Storm Sewer Manhole(48" Dia) To include 4,000 PSI Concrete Top Steel, Etc. All Complete in place	5	\$3,250.00	\$16,250.00	5	\$16,250.00
8	Concrete Storm , Sewer Manhole(72" Dia.) To include 4,000 PSI Concrete Top Steel . Etc. All complete in place.	1	\$8,550.00	\$8,550.00	2	\$13,100.00

9	Concrete storm sewer manhole (48" Dia) with box section, to include 4,000 PSI Concrete top, steel , etc. All complete in place.	3	\$4,650.00	\$13,650.00	3	\$13,650.00
10	18" Curb & Gutter with 3- #3 Rebar Continuous All complete in place.	160	\$16.50	\$2,640.00	45	\$742.50
11	3ft valley gutter (4000 PSI and Rebar) All complete in place	215	\$34.00	\$7,310.00	219	\$7,446.00
12	Concrete Sidewalk (4") with 4" sand bedding. All complete in place.	16	\$54.00	\$864.00	36	\$1,944.00
13	Repair concrete driveway (6") with rebar reinforcement and 6" caliche. All complete in place.	40	\$95.00	\$3,800.00	0	\$0.00
14	Outfall to detention pond with end treatment . All complete in place	1	\$1,675.00	\$1,675.00	1	\$1,675.00
15	Outfall structure with standard ty c grate inlet. All Complete in place	1	\$2,450.00	\$2,450.00	1	\$2,450.00
16	Replacement of existing AC Pipe with 6" PVC C-900 Pipe for water line; to include cast iron dresser couplings on each end and 12" steel casing. All complete in place	16	\$220.00	\$3,520.00	20	\$4,400.00
17	Relocate mailboxes . All complet in place	3	\$75.00	\$225.00	3	\$225.00
18	Relocare existing stop/street sign . All complete in place.	2	\$100.00	\$200.00	0	\$0.00
19	Trench Protection	2529	\$0.75	\$1,896.75	2529	\$1,896.75
20	Construction surveying & staking	1	\$12,500.00	\$12,500.00	1	\$12,500.00
21	Barricades, Traffic Control and Signs	1	\$7,500.00	\$7,500.00	1	\$7,500.00
22	Erosion and sedimentation control; to include	1	\$2,500.00	\$2,500.00	1	\$2,500.00

	but not limited to stabilized					
	construction entrance, silt fence, inlet protection.					
	etc.					
SUBTOTAL				\$333,180.05	\$354,861.55	
Alternate Bid						
1	1 inch HMAC Overlay on full width of street	7430	\$7.25	\$53,867.50	7342	\$53,229.50
	as shown on plans(TY D limestone aggr.) (110lbs/					
	sy) ALL COMPLETE IN PLACE					
TOTAL				\$387,047.55	\$408,081.05	

ORIGINAL CONTRACT AMOUNT:	\$333,180.05
ALTERNATE BID:	\$63,867.50
NEW CONTRACT AMOUNT :	\$387,047.55
WORK COMPLETED TO DATE :	\$408,081.05
LESS 5% RETAINAGE :	\$20,404.05
AMOUNT LESS RETAINAGE :	\$387,677.00
LESS PREVIOUS REQUEST :	\$214,261.15
AMOUNT DUE THIS REQUEST :	\$173,415.85

APPROVALS:

Engineer:

_____ Date: ___/___/2016

City of Pharr

_____ Date: ___/___/2016

MEMORANDUM

DATE: May 11, 2016
TO: Juan G. Guerra, City Manager 
FROM: Roy Garcia, Public Works Director

SUBJECT: Catastrophic Event Debris Removal Contract Renewal

ITEM:

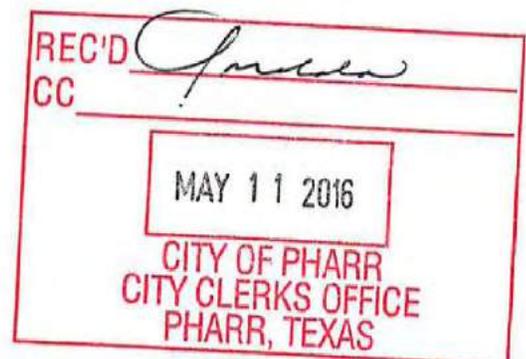
Consideration and action, if any, on contract extension with CERES Environmental for the services of Catastrophic Event Debris Removal in the City of Pharr.

FINANCIAL CONSIDERATION:

Natural Disaster Emergency Contingency Fund

STAFF RECOMMENDATION:

Staff recommends approval to extend contract agreement with CERES Environmental for they are honoring same bid unit price amounts. As per contract, extension may be granted up to an additional 4 years from date approved (contract approved in 2015). Contract will allow the city to have contractor on stand by in case of any major catastrophic event such as (tornado, hurricane, flood event, earthquake, etc.) for debris removal. There is no fee for having such contract in place and/or having contractor on stand by. Services will only be activated upon Notice to Proceed (NTP) from the Incident Commander (IC), Debris Manager (DM) in which will be the Mayor, Emergency Management Coordinator (EMC) or assignee. Public Works has created an adopted Debris Management Plan (DMP) as it was highly recommended by Federal Emergency Management Agency (FEMA) to better prepare and restore public services and ensure the public health and safety in the aftermath of a disaster, and better positioned to receive the full level of assistance available to us from FEMA and other participating entities.





July 10, 2015

City of Pharr
Mr. Juan G. Guerra, Interim City Manager
City Hall
118 South Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Bid No. 1415-01-517-0022, Catastrophic Event Debris Removal
Due: July 15, 2015 at 2:00 PM CT

Dear Mr. Guerra:

We are pleased to submit the enclosed proposal for the City of Pharr Bid No. 1415-01-517-0022, **Catastrophic Event Debris Removal**. Ceres Environmental Services, Inc. is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

In 2008, Ceres received an "Outstanding" performance review from the U.S. Army Corps of Engineers for our work in Louisiana following Hurricane Katrina. We are confident that if Ceres is selected for an event response based on this proposal, you will also find our services to be exemplary. We have a long list of satisfied clients and would be pleased to serve your community as well.

Our 20-acre recycling center and equipment facility located in Houston, TX provides an excellent location from which to manage our post-disaster work in Pharr. Other permanent offices for Ceres Environmental Services, Inc. give us good geographical dispersion. Those offices are located in Sarasota, FL and Brooklyn Park, MN.

Company Officers David A. McIntyre, Owner and President; Steve Johnson, Corporate Secretary, and David Preus, Senior Vice President have signature authority to bind the company and can all be reached by calling Ceres' toll free number 1-800-218-4424.

We look forward to the opportunity to be your supplier of disaster recovery services.

Sincerely,

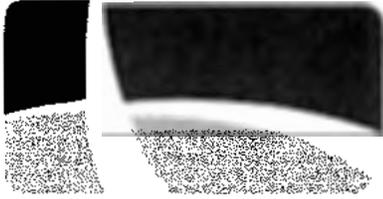
A handwritten signature in black ink, appearing to read "Steven M. Johnson", is written over a horizontal line.

Steven M. Johnson
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

TEXAS | FLORIDA | MINNESOTA

9945 Windfern Road | Houston, TX 77064 | OFFICE 800.218.4424 | FAX 856.229.5636
ceresenvironmental.com



Pharr Public Works

TABLE OF CONTENTS
SERVICE CONTRACT
FOR
CATASTROPHIC EVENT DEBRIS REMOVAL

PAGE	1	NOTICE TO RESPONDENT / CONTRACTOR
PAGES	2-11	INSTRUCTIONS TO RESPONDENT / CONTRACTOR
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PAGES	16-17	PROPOSAL FORM
PAGE	18	AGREEMENT
PAGE	20	TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

NOTICE TO BIDDERS

The City of Pharr, Texas, is soliciting sealed bids to be received by the City Secretary's Office located at 118 South Cage Boulevard, 4th Floor; Pharr, Texas, 78577. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall be closed on recognized holidays.

Sealed Bids, addressed to: City of Pharr; Attention: Juan G. Guerra, Interim City Manager; 118 South Cage Boulevard, 4th Floor, Pharr, Texas 78577, will be received until 2:00 pm on Wednesday, July 15th, 2015. Any Bids received after the specified date will not be considered. Bids will then be publicly opened and read (2nd Floor).

The Bid shall be for:

CITY OF PHARR

SERVICE CONTRACT FOR CATASTROPHIC EVENT DEBRIS REMOVAL

Bid No. 1415-01-517-0022

Plans, proposal forms, specifications, and contract documents may be viewed at Pharr City Hall, City Clerk's office located at 118 S. Cage, Pharr, Texas during normal business days or may be obtained by interested parties by contacting the Department of Public Works; 1015 East Ferguson, Pharr, Texas 78577 or by calling at (956)787-9772.

Copies of the plans and specifications may be examined without charge at the following locations: Pharr Department of Public Works; 1015 E. Ferguson, Pharr, Texas 78577. Contact Rene Saenz, Jr. Public Works Assistant Director.

Bids shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of envelope with the corresponding bid number and title.

The City of Pharr reserves the right to accept or reject any or all bids submitted; waive formalities in bidding; accept bid deemed most advantageous to the City of Pharr; and to hold the bids for a period of ninety calendar(90) days without taking action.

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas or certified cashier's check, payable to the City of Pharr, for the amount equivalent to five percent (5%) of the total bid shall accompany the bid as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Pharr.

CITY OF PHARR INSTRUCTIONS TO RESPONDENT/CONTRACTOR

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the proposal offered complies with all requirements. Any variation from the specifications must be clearly indicated by letter attached to and made a part of your proposal. If no exceptions are noted, and you are the successful Respondent/Contractor, it will be required that the service be provided as specified.

PURPOSE

- (1) The purpose of these specifications and proposal documents is to contract for the following service.

CATASTROPHIC EVENT DEBRIS REMOVAL

INTENT

- (2) All specifications shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF PROPOSAL

- (3) Proposals will be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each proposal must be completely filled out and submitted in duplicate form. One (1) original marked "ORIGINAL" and one (1) marked "COPY", complete with all supporting documentation. Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of Pharr before opening day and hour. No late proposals will be accepted. They will be returned to Respondent/Contractor unopened (if properly identified).

Hand-deliver proposal: 118 S. Cage Blvd., Pharr City Hall (4th floor)

If using Land Courier (i.e. FedEx, UPS): 118 S. Cage Blvd. Pharr City Hall (4th floor), Pharr, TX 78577

PREPARATION OF PROPOSAL

- (4) Proposals MUST give full firm name of address of Respondent/Contractor, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or

AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Contractor, whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Respondent/Contractor shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Contractor shall state in the residence of each Respondent/Contractor, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO PROPOSAL

- (5) Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by Respondent/Contractor guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

SUBSTITUTIONS

- (6) No substitutions or cancellations permitted without written approval of the City of Pharr.

NO PROPOSAL RESPONSE

- (7) If unable to submit a proposal, Respondent/Contractor should return inquiry giving reasons.

EXCEPTIONS OF SPECIFICATIONS

- (8) The Respondent/Contractor shall attach to his/her proposal sheet a list of any exceptions to the specifications if unable to do so in proposal form.

TIME ALLOWED FOR ACTION TAKEN

- (9) The City of Pharr may hold proposals 90 days after proposal opening without taking action. Respondent/Contractors are required to hold their proposals firm for same period of time.

RIGHT TO REJECT/AWARD

- (10) The City of Pharr reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the lowest, best and most advantageous to the City of Pharr.

IDEMNIFICATION CLAUSE

- (11) The Respondent agrees to indemnify and save harmless the City, the City Manager, and his assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing & Contracting, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

- (12) Respondent/Contractor shall carefully examine the proposal forms, specifications, and instructions to proposal. Should the proposal find discrepancies in, or omissions from proposal forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Public Works (956) 787-9772 and obtain clarification by addendum prior to submitting any proposal. All Addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that all Addenda have been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Pharr and as such are made part of the original proposal documents.

SYNONYM

- (13) Where in this proposal package service is used, its meaning shall refer to the service contract for CATASTROPHIC EVENT DEBRIS REMOVAL.

AWARD OF CONTRACT

- (14) The contract shall be deemed as having been awarded when formal notice of award has been mailed by the City of Pharr to the successful Respondent/Contractor by certified mail, return receipt requested, or personally delivered by City of Pharr to the Respondent/Contractor. The Respondent/Contractor to whom the contract has been awarded will be required to return fully executed contracts to the City of Pharr within twenty (20) days after his/her receipt of formal notice of award. The award may then be made to the next lowest, best, and most advantageous

Respondent/Contractor of the City of Pharr may elect to reject all proposals received and advertise again for this service.

SCOPE OF WORK

- (15) It is the City of Pharr intent to utilize this contract for a catastrophic event (i.e. hurricane, tornado, flood, etc.) that overwhelms local resources that are designated to collect debris. The work under this Contract shall consist of providing all equipment, machinery, maintenance, labor, superintendence, and incidentals necessary to fully complete the collection, separation, and disposal of the City of Pharr debris waste, in accordance with the Contract documents. Work shall include vegetative, construction/demolition and white goods debris. Additionally, hazardous waste and animal carcass is also included in the scope of work.

RESPONSIBILITY

- (16) It shall be the responsibility of each individual Respondent/Contractor to acquaint themselves with conditions relating to the scope of the work and restrictions pertaining to the execution of the under the Contract and shall thoroughly examine and be familiar with the General Specifications. The Respondent/Contractor shall also take full responsibility for obtaining information concerning the conditions at other locations that may affect this work. The failure or omission of any Respondent/Contractor to receive or examine the city's Debris Management Plan and/or any form, instrument, addendum or other document, or to acquaint himself/herself with existing conditions, shall in no way relieve him/her of any obligations with respect to his/her proposal or to the contract. The City of Pharr shall make all such documents available to the Respondent/Contractor upon request. The Respondent/Contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under any conditions he/she may encounter or create, without extra cost to the city of Pharr.

LOCATION OF DEBRIS

- (17) The City of Pharr Public Works Department shall provide the Respondent/Contractor with locations for Temporary Debris Storage and Reduction. All locations shall be within the City limits and/or extra territorial jurisdiction, or any location designated by the City.

STATUTORY REQUIREMENTS

- (18) It shall be the responsibility of the successful Respondent/Contractor to comply with all applicable State & Federal laws (FEMA) Debris Management, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having

jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

MATHEMATICAL ERRORS

- (19) In the event that mathematical errors exist in any proposal, unit prices/rates-v-totals, unit prices/rates will govern.

SELECTION OF PROPOSAL CRITERIA

- (20) The City of Pharr will use the following method and criteria as basis for selection of the proposal that, in the opinion of the City of Pharr, is the lowest, best and most advantageous and offers the best value. The decision of the City of Pharr shall be final.

- A. The proposal with the lowest cost of service for the debris removal will be declared the primary low Respondent/Contract.
- B. The proposal of the primary low Respondent/Contractor will then be reviewed to determine if the commercial cost of service schedule is reasonable. The determination will be based on the following criteria:
 - a) Cost of service as submitted in proposal form; (1-50 points)
 - b) Type and size of equipment to be used; (1-30 point)
 - c) Number of days to setup equipment after notification; (1-10 points)
 - d) Contractor's performance record in servicing other municipalities of similar size. (1-10 points)
 - e) If the proposal of the primary low Respondent/Contractor has been found to have a reasonable cost of service, the right type and size of equipment, a reasonable number of days to setup equipment after notification and satisfactory performance record, then a recommendation will be made to the City Manager to bring before the City Commission for official action.
 - f) The process will be repeated until the lowest, best and most advantageous proposal can be found and a recommendation made to the City Manager to bring before the city Commission for official action. If the City fails an acceptable proposal, a recommendation will be made to the City Manager to reject all proposals received.

SUPPORTING DATA

- (21) The Respondent/Contractor shall be required to submit with the proposal, supporting data regarding the qualifications of the Respondent/Contractor. The Respondent/Contractor shall furnish the following information:

- A. A listing of other municipalities or private sector companies that have been served (within the last five (5) years) and/or presently being served by Respondent/Contractor. Length of contract and unit of measurement for each contract. Annual tonnage processed.
- B. Inventory and descriptive data of equipment proposed to be used for this contract.
- C. Number of persons that will be needed to operate the proposed equipment.

PARENT COMPANY QUALIFICATION DATA

(22) The City of Pharr may require additional supporting data regarding the qualifications of the Respondent/Contractor in order to determine whether the Respondent/Contractor is qualified and responsible. If so, the Respondent/Contractor may be required to furnish any or all of the following information:

- A. Evidence in form and substance satisfactory to the City of Pharr, that the Respondent/Contractor is capable of performing the requirements set forth in the Contract Documents.
- B. Evidence in form and substance satisfactory to City of Pharr that the Respondent/Contractor has been in existence as a going concern for a minimum of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in debris removal within the United States. (Specify States)
- C. Evidence in form and substance satisfactory to City of Pharr, that the Respondent/Contractor possesses, as a going concern, the managerial and financial capabilities necessary to perform all phases of the work called for in the Contract Documents.
- D. Evidence in form and substance satisfactory to City of Pharr, that the contractor's experience as a going concern in debris removal is derived from operations of a similar nature to that which is contemplated by these Contract Documents.
- E. Such additional information as will satisfy the City of Pharr that the Respondent/Contractor is adequately prepared to fulfill the Contract.

(23) The Respondent/Contractor may satisfy any or all of the experience and qualification requirements of this section by submitting the experience and qualifications of its Parent Corporation and/or subsidiaries of the parent corporation within the United States. (Specify States)

RESPONDENT/CONTRACTOR DISQUALIFICATION

(24) The following causes are not to be misconstrued as being all of the causes for disqualification, any one or more of the following caused, among others may be considered sufficient for the disqualification of a Respondent/Contractor and the rejection of his/her proposal:

- 1) Evidence of collusion among Respondents/Contractors.
- 2) Lack of competency as revealed by experience, equipment statements or other factors.
- 3) Lack of responsibility as revealed by poor performance in past work.
- 4) Default on a previous municipal and/or private sector contract.

METHOD OF AWARD

- (25) The contract will be awarded on the basis of the lowest proposal or the proposer offering the best value.

RIGHT TO WAIVE

- (26) The City of Pharr reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Pharr.

COOPERATIVE CONTRACTS

- (27) Proposals are advised that in addition to responding to our "local" solicitation for proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, H-GAC, TPASS, TX DOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the proposal requirements for the State of Texas. If proposal other than or in addition cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before proposal opening date and hour.

HUB VENDORS

- (28) State Certified "HUB Vendor(s)" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to Pharr City Hall (956-702-5313)).

CONFIDENTIAL INFORMATION

- (29) Any information deemed to be confidential by the proposal should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the proposal may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

(30) The City of Pharr reserves the right to audit the proposal's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(31) Vendors are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and awards of this supply contract. The City's position on this matter shall be final.

JURISDICTION

(32) Supply/Service/Purchase Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(33) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(34) Proposals are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form C1Q, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of the City of Pharr not later than the 7th business day after the date the

person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.edf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

ASSIGNMENT

- (35) Neither the respondent's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Public Works Department for the City of Pharr.

INTERPRETATIONS

- (36) Any questions concerning the conditions of buildings and/or specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Pharr in accordance with paragraph (12).

STATUTORY REQUIREMENTS WORKER COMPENSATION INSURANCE

- (37) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.) The successful respondent shall be required to have and show proof of Workers Compensation Insurance. Workers Compensation Insurance shall be kept in force to the duration of the contract period.

RESPONDENT'S EMPLOYEES

- (38) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor

on contract. The City shall have the right of inspection of said undertakings at any time.

APPROXIMATE NUMBER OF CUBIC YARDS

(39) Approximately 100,000 Cubic Yards of vegetative debris was collected by the City of Pharr after Hurricane Dolly (July 23, 2008). The storm was a Category 1 hurricane with maximum winds of approximately 70 mph in the Pharr area. This information is not indicative of the amount of debris that will be produced after a catastrophic event and is intended to provide historical insight for the respondent. Successful Contractor shall be expected to perform services as required after the event.

DUST CONTROL

(40) It shall be the awarded contractor's sole responsibility to maintaining an acceptable level of dust control. (i.e. wetting down the brush prior to grinding services being performed.)

TERMS OF CONTRACT

(41) The contract time frame shall be for a period of one (1) year commencing from date of award and ending one (1) year thereafter. The City reserves the right to extend this contract for a period of four (4) years in one (1) year increments if unit prices remain firm and the performance of the contractor is satisfactory.

REMOVAL OF CONTRACTOR'S EQUIPMENT

(42) It shall be the successful Contractor's responsibility to remove all equipment, from the City of Pharr premises, within thirty (30) days from completion date of debris removal services.

PERFORMANCE BOND

(43) The successful Respondent/Contractor shall furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond shall be in an amount equal to One Hundred (100) percent (%) of the Annual Contract Amount and to remain in full force for the duration of the full contract period. The premium for the Bonds described above shall be paid by the Respondent/Contractor. The surety of the Bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. Attorneys in fact who sign the bonds must file with each bond a certified and effectively dated copy of their Power of Attorney. It shall be the responsibility

of the successful contractor to renew the performance bond each of the subsequent three years that the contract shall be in force.

CITY OF PHARR
REQUEST FOR PROPOSALS

CATASTROPHIC EVENT DEBRIS REMOVAL

PROJECT NO. 1415-01-517-0022

PROPOSAL OPENING DATE: July 15, 2015

Please read your specifications thoroughly and be sure that the PROPOSALS offered comply with all requirements. All information requested must be submitted with proposal, failure to submit information as required will disqualify respondent.

The proposal to be selected by the City of Pharr shall be the proposal that, in the opinion of the City of Pharr is the lowest proposal or the proposal offering the best value. The City of Pharr decisions shall be final.

- 1.1 **CONTRACT DOCUMENTS-** The request for Proposals, Instructions to Respondent/Contractor, Respondent's/Contractor's Proposal, General foregoing documents agree to by the City of Pharr and Respondent/Contractor.
- 1.2 **RESPONDENT/CONTRACTOR-** The person, corporation or partnership performing the debris removal under this Contract with the City of Pharr.
- 1.3 **WORK SITE-** The designated area or areas where Respondent/Contractor shall perform the work called for in these contract documents.
- 1.4 **FULL CONTRACT PRICE-** The total cost of services for the term of this Contract as determined by the estimated quantity x's the unit price.
- 1.5 **DEBRIS-** All brush, wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, clips, shavings, sawdust, wood shingles, insulation, plywood, wood studs, dry wall, glass, metal, washers, dryers, refrigerators, hazardous materials, plastics, natural fabrics, synthetic fabrics and any other items that may be encountered while collecting debris. This list is not all inclusive.
- 1.6 **HOURS OF OPERATION-** The collection of all debris shall be coordinated with the City of Pharr Public Works Department.
- 1.7 **HOLIDAYS-** The following shall be recognized as holidays for purposes of this contract: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day. In the event of a catastrophic disaster, the City of Pharr may require the Respondent/Contractor to work during recognized holidays.

- 1.8 **EQUIPMENT-** The Respondent/Contractor shall use equipment which meets all applicable state and local safety standards. The Respondent/Contractor shall provide a list of all equipment to be used in the City of Pharr. The list shall describe the type, age, and condition of equipment. The Respondent/Contractor shall provide adequate number of properly trained personnel and shall maintain and operate equipment sufficient in size and number to perform the Respondent/Contractor's responsibilities under the terms of the Contract Documents. All equipment shall be kept in good state of repair.
- 1.9 **CONTACT PERSON-** All communications between the Respondent/Contractor and the City of Pharr, whether written or oral, shall be directed by the Respondent/Contractor to Roy Garcia, CPM, Director of Public Works.
- 1.10 **CONTRACT TERMINATION-** Contract rights granted hereunder may be terminated by the City of Pharr for lack of funds and/or lack of performance by the Respondent/Contractor or by the Respondent/Contractor for default of payment by the City of Pharr. Notice in writing to the other party to said contract of the intent of said party to terminate participation in said contract shall be given ninety (90) days in advance of said proposed termination.
- 1.11 **CATASTROPHIC DISASTER-** In cases of a catastrophic disaster, as determined by the City of Pharr, the City of Pharr reserves the right to dispose of debris in whatever manner it elects. The city of Pharr shall make a good faith effort to utilize the services of the Contractor on contract for fulfilling its increased need to collect, sort and dispose of debris provided that the Contractor maintain its current unit proposal price. The Contractor shall be expected to mobilize additional crews and equipment if deemed necessary by the City of Pharr to take care of the additional debris in a timely manner. The City of Pharr reserves the right to contract with other service providers if the current contractor cannot fulfill the conditions of this contract in a timely manner. The City reserves the right to not utilize this contract if deemed unnecessary.
- 1.12 **LEGAL ACTION-** In the event that the City of Pharr is required to take any legal action to enforce the terms and conditions of this contract because of the breach of or failure to perform any term or condition by the Respondent/Contractor, the Respondent/Contractor agrees to pay all costs expended by the City of Pharr including reasonable attorney's fees. Any litigation arising under this contract shall have venue in Hidalgo County, Texas.
- 1.13 **COMPLIANCE WITH LAWS-** The Respondent/Contractor shall conduct operations under this contract in compliance with all applicable laws and in conformance with Paragraph (20) of the Instructions to Respondents/Contractor contained herein.
- 1.14 **START OF SERVICE-** This Contract shall be effective upon the execution of the Agreement and performance of the terms of this Contract shall begin no later than thirty (30) days after said execution.
- 1.15 **NONDISCRIMINATION-** The Respondent/Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or natural origin.

- 1.16 **INDEMNITY CLAUSE-** The Respondent/Contractor will indemnify, hold harmless, and exempt the City of Pharr, its officers, agents, servants, and employees from any against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Respondent/Contractor, its officers, agents, servants or employees, regardless of whether a negligent act or omission is caused in part by the City of Pharr; provided, however, that the Respondent/Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful act or omission of the City of Pharr, its officers, agents, servants or employees.
- 1.17 **TERM OF CONTRACT-** The Contract shall be for a one (1) year period beginning upon the execution of the Contract and ending one (1) year thereafter. The City of Pharr reserves the right to extend the Service Contract for an additional four (4) years, in one (year) increments, subject to performance remaining satisfactory and prices remaining firm.
- 1.18 **INSURANCE COVERAGE-** The respondent/Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City of Pharr and shall be provided before execution of the Agreement. The Respondent/Contractor agrees to furnish the City of Pharr certificates of insurance or other evidence satisfactory to the City of Pharr to the effect that such insurance has been procured and is in force.
- 1.19 **OBLIGATIONS-** The certificate shall contain the following expressed obligations;
1. "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, ninety (90) days prior written notice will be given the certificate holder."
 2. For the purposed of the contract, the Respondent/Contractor shall carry the following types of insurance in at least the limits specified below:
 - 2.a. Worker's Compensation Statutory
 - 2.b. Employer's Liability \$500,000.00
 - 2.c. Bodily Injury Liability \$500,000.00 each occurrence
Except Automobile \$1,000,000.00 Aggregate
 - 2.d. Property Damage Liability \$500,000.00 each occurrence
Except Automobile \$1,000,000.00 Aggregate
 - 2.e. Automobile Bodily Injury Liability \$500,000.00 each person
\$1,000,000.00 each occurrence
 - 2.f. Automobile Property Damage Liability \$500,000.00 each occurrence
 - 2.g. Excess Umbrella Liability \$500,000.00 each occurrence

1.20 POWER OF ATTORNEY- Attorneys in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.21 RESPONDENT/CONTRACTOR BILLING TO CITY OF PHARR- The Respondent/Contractor shall bill the City of Pharr for service rendered on a monthly basis on or before the first day of the month and the City of Pharr shall pay the Respondent/Contractor on or before the last day of the month in which the invoice is received. Such billing and payment shall be based on the unit prices set forth in the Contract Documents.

1.22 TRANSFERABILITY OF CONTRACT- No assignment of the contract of any right accruing under this contract shall be written consent of the City of Pharr in the event of any assignment; the assignee shall assume the liability of the Respondent/Contractor.

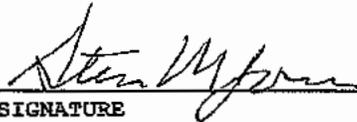
1.23 NON-EXCLUSIVE GRANT- Nothing contained herein shall be construed to constitute an exclusive right, privilege or franchise to the Respondent/Contractor to provide grinding/chipping of brush and wood waste to the City of Pharr.

1.24 OWNERSHIP- Ownership to all end products shall be retained by the City of Pharr.

1.25 VENUE- The venue of any litigation arising under this Contract shall lie in Hidalgo County, Texas.

1.26 SEVERABILITY CLAUSE- If any portion of this contract shall, for any reason be declared invalid, such invalidity shall not affect the remaining provisions thereof.

DATE: July 13, 2015


SIGNATURE

Steven M. Johnson

PRINT/TYPE NAME

Corporate Secretary

TITLE

Ceres Environmental Services, Inc.

COMPANY

CITY OF PHARR
PROPOSAL FORM SERVICE CONTRACT FOR
CATASTROPHIC EVENT DEBRIS REMOVAL

PROJECT NO. 1415-01-517-0022

PROPOSAL OPENING DATE: July 15, 2015

To: Juan G. Guerra, Interim City Manager, City of Pharr
118 South Cage Blvd.
Pharr, Texas 78577

Proposal of: Ceres Environmental Services, Inc.
9945 Windfern Road

Houston, TX 77064

(An individual/a partnership) (A corporation duly organized under the laws of the State of ~~Texas~~
MN

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Catastrophic Event Debris Removal for the City of Pharr, Texas, does hereby offer to perform such services on behalf of the City of Pharr, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the unit prices, which will include any mobilization costs (expressed in words and figures where indicated) hereinafter set forth:

1. **VEGATATIVE DEBRIS REMOVAL**- Vegetative debris removal from public right of way to Temporary Debris Storage and Reduction Site (TDSRS).

A. Cost per Cubic Yard \$ 8.48

2. **VEGATATIVE DEBRIS GRINDING & HAULING**- Reduction of vegetative debris via grinding at Temporary Debris Storage and Reduction Site (TDSRS) and hauled to Final Disposal Site (FDS).

B. Cost per ton \$ 25.50

3. MIXED DEBRIS REMOVAL- Mixed debris removal from public right of way to Temporary Debris Storage and Reduction Site (TDSRS).

C. Cost per Cubic Yard \$ 8.48

4. MIXED DEBRIS HAULING- Hauling from Temporary Debris Storage and Reduction Site (TDSRS) to Final Disposal Site (FDS).

D. Cost per ton \$ 17.00

5. HAZARDOUS MATERIAL REMOVAL AND DISPOSAL- Collection from public right of way and proper disposal of hazardous materials.

E. Cost per pound \$ 1.98

6. DEAD ANIMAL CARCASS- Collection from public right of way and proper disposal of dead animal carcass.

F. Cost per pound \$ 0.90

7. FREON REMOVAL FROM WHITE GOODS- Removal and proper disposal of Freon from white goods.

G. Cost per unit \$ 18.00

8. CONSTRUCTION AND DEMOLITION DEBRIS- Construction and Demolition Debris removal from public right of way to Temporary Debris Storage and Reduction Site (TDSRS).

H. Cost per Cubic Yard \$ 8.48

9. CONSTRUCTION AND DEMOLITION DEBRIS HAULING- Hauling from Temporary Debris Storage and Reduction Site (TDSRS) to Final Disposal Site (FDS).

I. Cost per ton \$ 17.00

Respectfully submitted this 14th day of July, 2015

Specify number of days to set-up equipment at City site after staff notifies successful respondent that services are needed 1 days. (Not to exceed 10 days) (24 hours)

Signature:



Type or print:

Steven M. Johnson

Title:

Corporate Secretary

Company: Ceres Environmental Services, Inc.

Address: 9945 Windfern Road, Houston, TX 77064

Telephone: (800) 218 - 4424 **Fax:** (866) 228 - 5636 **Email:** gail.hanscom@ceresenv.com

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2016, by and between the City of Pharr, Texas, a Municipal Government of Hidalgo County, Texas, hereinafter called the "City of Pharr" and _____, herein after called the "Respondent/Contractor".

W I T N E S S E T H:

WHEREAS, the Respondent/Contractor did on the ___ day of _____, 2015, submit a Proposal to provide debris removal in areas designated by City of Pharr and to perform such work as may be incidental thereto.

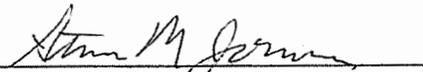
NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. The Respondent/Contractor shall furnish all personnel, labor, equipment, and all other items necessary to provide the debris removal services as specified and to perform all of the work called for and described in the Contract Documents in areas designated by the City of Pharr.
2. The Contract shall consist of the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement.
 - a. Notice to Respondent/Contractor, city's debris management plan.
 - b. The Instructions to Respondent/Contractor.
 - c. The Respondent's/Contractor's proposal. The General Specifications.
 - d. The Agreement.
 - e. Any addenda or changes to the foregoing documents agreed to by the parties hereto subsequent to the execution of the Contract.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Respondent/Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld.

No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

Contract extension accepted this _____ day of _____, 2016

City of Pharr



 Name Steven M. Johnson

 Title Corporate Secretary

 Ambrosio "Amos" Hernandez

 Mayor

 Title



MEMORANDUM

DATE: May 16, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer



SUBJECT: Agenda Request: Discussion and possible action, if any, on authorizing City Manager to negotiate and execute additional services with The Warren Group for the South Pharr Development and Research Center.

ISSUE

Additional services are required for providing plans and specifications to bid the water and sanitary sewer improvements to the site. In addition, survey, metes and bounds will be required to extend the water line to the west and east of the site. Their current scope of work has the civil engineer to prepare plans and specifications at the time the building is bid.

FINANCIAL CONSIDERATION

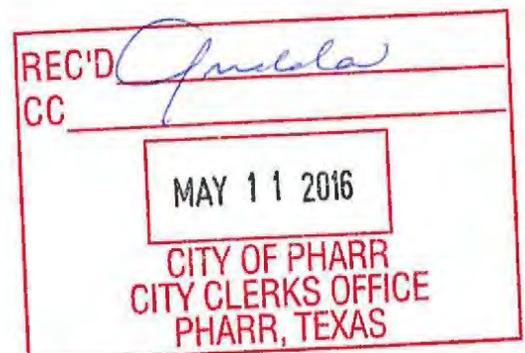
Additional Services amount \$5,270.00.

STAFF RECOMMENDATION

Staff recommends approval of additional services. See attached proposal.

ALTERNATIVES

Current Contract Amount: \$235,238.00





THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

AMENDMENT

May 09, 2016

Mr. Juan Guerra
Interim City Manager
City of Pharr, Texas
118 South Cage Blvd.
Pharr, Texas 78577
Phone: 956.702.5355

Re: CITY OF PHARR – 23,500 S.F. SOUTH BRANCH TRAINING AND EMERGENCY OPERATIONS FACILITY
PROFESSIONAL DESIGN SERVICES PROPOSAL

Dear Mr. Guerra:

The Warren Group Team appreciates the continued opportunity to submit this additional services proposal as an Amendment to our Contract approved July 22, 2015. This proposal is based on the following:

UNDERSTANDINGS AND ASSUMPTIONS:

This proposal includes additional fee for Civil Engineering added work outside the original scope of services and Architectural coordination as follows:

Boundary Survey- \$715.00

M Garcia Engineering, L.L.C. will provide a boundary survey for the following areas:

- Establish Existing ROW from Mariposa Lane to East Boundary of property along Dicker Road.
- Establish ROW and Boundary lines at Mariposa and Habitat Circle.
- Establish Canal ROW from West property line to South Pharr Elementary

Topographic Survey- \$1,100.00

M Garcia Engineering, L.L.C. will provide additional topographic survey for the following areas:

- From property East line to Mariposa Lane along Dicker Road.
- Topography along North line of existing canal to existing waterline at South Pharr Elementary
- Topography at Mariposa Lane and Habitat Circle for tie to existing waterline

Additional Metes & Bounds Descriptions for (3) waterline easements \$385.00/each=\$1,155.00

M Garcia Engineering, L.L.C. will provide signed and sealed metes & bounds description with exhibit to be delivered.

Construction Plans (Off-site Utilities)-\$1,500.00

M Garcia Engineering, L.L.C. will provide Construction Plans for the Off-Site Utilities for the Pharr Research & Development Center.

TWG - \$800.00

TWG will coordinate with Civil Engineer and Owner Representatives and incorporate all documents as necessary.

• STIPULATED SUM FEE OF AMENDMENT:

\$5,270.00



MEMORANDUM

DATE: May 16, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

Handwritten initials "WU" in blue ink, enclosed in a blue circle.

SUBJECT: Agenda Request: Discussion and possible action, if any, on Authorizing City Manager to negotiate and execute Contract with S&B Engineers to evaluate South Dahlia Street.

ISSUE

South Dahlia Street drainage system that was placed in 2014 has cause several dips in the pavement and recently a sink hole. S&B Engineers will conduct an evaluation into what is causing the pavement dips and recent sink hole. The firm is currently on the city rotation list of engineers and they are the only qualified firm to do the evaluation because of the type of the storm pipe.

FINANCIAL CONSIDERATION

Additional Services amount \$50,000.00.

STAFF RECOMMENDATION

Staff recommends approval for S&B Engineers to conduct the evaluation.

ALTERNATIVES



MEMORANDUM

DATE: May 10th, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director

SUBJECT: Comprehensive Economic Stimulus Package for Evergreen Cold Storage LLC

ISSUE

380 agreement for development of 19.67 +/- acres.

FINANCIAL CONSIDERATION

See attached 380 agreement

STAFF RECOMMENDATION

Staff recommends approval.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D	
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



March 7th, 2016

Andres Zuniga
Evergreen Cold Storage
9102 S Cage Blvd
Pharr, TX 78577

RE: Letter of Intent

Dear Mr. Zuniga,

We are excited about Evergreen Cold Storage LLC's expansion in the City of Pharr. Your presence in Pharr will prove to be a tremendous asset to our business community and positively impact crossings at the Pharr International Bridge

Evergreen Cold Storage LLC has committed to the following:

- A capital investment in the City of Pharr of approximately up to \$42 million by 2020
 - Construction of a 100,000 square foot facility (Phase I) to commence by July 2016
 - Construction of a 150,000 square foot facility (Phase II) to commence by Dec 2019
- Creation of 10-20 jobs upon completion of Phase I
- Creation of an additional 10-20 jobs upon completion of Phase II

If Evergreen Cold Storage LLC meets the performance measures described above; the City of Pharr has approved the following economic development incentives in the form of a 380 Agreement to be capped at \$1 million dollars (380 Agreement is strictly performance based and all reimbursements will be paid according to performance on each incentive granted herein).

- City of Pharr property tax reimbursement in the amounts stipulated on Exhibits "A" and "B" of 380 Agreement, payments of which would commence per schedule on said exhibits
- City of Pharr will reimburse Evergreen for all allowable Permit Fees associated with Phase I & Phase II
- City of Pharr will reimburse Evergreen for all allowable Subdivision Fees associated with Phase I & Phase II
- Reimbursement of 50% of the dollar amount associated with the increase in southbound crossing attributable to Evergreen at the Pharr International Bridge per Exhibit "C" of 380 Agreement
- Pending passage of required City Ordinance, the City of Pharr will nominate this project for Texas Enterprise Zone designation
- Will recommend project to Tax Increment Reinvestment Zone Board for TIRZ reimbursements

If you have any questions and/or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Sergio Contreras
Executive Director

COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT

This Economic Development Incentive Agreement (this "**Agreement**") is entered into as of the 7th day of March, 2016 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, the 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 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 to

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 accordance of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1.

DEFENITION

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 benefit 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 and commercial activity in the city and state, and ultimately promote development and commerce.

The parties agree that;

(a) EVERGREEN shall develop the entire 19.67 acres for industrial use by investing up to \$42,000,000 on this project over two phases commencing in July 2016 (Phase I) with Phase II commencing by December 2019; and

(b) EVERGREEN shall employ 10-20 employees, one year after completion of Phase I, for the term of this agreement; and

(c) EVERGREEN shall employ an additional 10-20 employees, one year after the completion of Phase II, for the term of this agreement; and

(d) EVERGREEN shall apply for the Texas Enterprise Zone and if approved, will be solely responsible for the Texas Enterprise Zone program requirements in its entirety. The City of Pharr will reduce its reimbursement responsibility under the Texas Enterprise Zone guidelines based on the Level of Capital Investment and its maximum refund per job allocation if Evergreen fails to meet the responsibilities of the Texas Enterprise Zone program. See Exhibit "D"; and

(e) EVERGREEN will submit on an annual basis no later than January 31st of each calendar year, a report to verify employment figures; and

(f) EVERGREEN will submit on an annual basis no later than January 31st of each calendar year, a report to verify the number of southbound crossing at the Pharr International Bridge attributable to EVERGREEN for the prior calendar year; and

In addition, and as part of a community involvement partnership with the City of Pharr, the business community and its education partners:

(g) EVERGREEN agrees to provide non paid internship program of two students each year during the term of this agreement under a

recognized workforce program in EVERGREEN'S industry. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(h) EVERGREEN must participate in one job fair event, at no cost to EVERGREEN, once a year during the term of this agreement; and

(i) EVERGREEN must support an international industry forum or conference to be coordinated by PEDC II, contribution to be capped at \$250.00, once a year during the term of this agreement.

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 the EVERGREEN'S completion 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 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 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 a "Texas Enterprise Zone Project Designation"; and

(d) Reimburse EVERGREEN 50% of the increased dollar value in south bound crossings at the Pharr International Bridge attributable to EVERGREEN, compared to the previous calendar year, utilizing 2015 as the base year. See Exhibit "C" for payment schedule; and

(e) Reimburse EVERGREEN for all allowable Subdivision Fees associated with this development, to be paid upon recordation of subdivision plat; 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, Texas Enterprise Zone reimbursements, TIRZ reimbursements and permit/subdivision fees reimbursements) will not exceed \$1,000,000. No reimbursement shall be paid prior to issuance of a Permanent Certificate of Occupancy by the City of Pharr, with the exception of subdivision fee reimbursement as stipulated in 2.02(e) above. Ad Valorem reimbursements will be paid by March 1st of the calendar year per schedule on Exhibits "A" and "B" pending compliance with Section 3.02, as well as continued compliance with all City Ordinances.

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 the other fees or charges owed by EVERGREEN to the City (the **"Impositions"**); provided, however, EVERGREEN retains the right to timely 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 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, 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 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

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", "B" and "C".

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 set forth below.

CITY OF PHARR

Signature: _____

Name: Juan Guerra

Title: City Manager

Date: _____

EVERGREEN COLD STORAGE LLC

Signature: _____

Name: Andres J. Zuniga

Title: President

Date: _____

EVERGREEN COLD STORAGE LLC

Estimated Reimbursements

	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Ad Valorem Phase I @15M (Up To)		\$ 88,290.00	\$ 68,670.00	\$ 49,050.00	\$ 29,430.00	\$ 9,810.00				\$ 245,250.00
Ad Valorem Phase II @ 27M (Up To)					\$ 158,922.00	\$ 123,606.00	\$ 88,290.00	\$ 52,974.00	\$ 17,658.00	\$ 441,450.00
50% Crossing Re-imb		\$ 20,280.00	\$ 7,098.00	\$ 7,810.00	\$ 8,590.00	\$ 9,448.00				\$ 53,226.00
Subdivision Fee Re-imb (Up To)	\$ 21,122.00		\$ -							\$ 21,747.00
Permit Fee Re-imb Phase I (Up To)	\$ 46,445.00									\$ 46,445.00
Permit Fee Re-imb Phase II (Up To)	\$ 81,090.00		\$ -							\$ 81,090.00
TOTALS	\$ 148,657.00	\$ 108,570.00	\$ 75,768.00	\$ 56,860.00	\$ 196,942.00	\$ 142,864.00	\$ 88,290.00	\$ 52,974.00	\$ 17,658.00	* \$ 889,208.00

* Not to exceed \$1,000,000.00 which may be offset by TEZ and/or TRZ reimbursements

EXHIBIT "A"
EVERGREEN COLD STORAGE

PROPOSED TAX REIMBURSEMENT

Tax Year:	2017	2018	2019	2020	2021	Totals
Proposed Improvements (Increase In Value Up To)	\$ 15,000,000.00	\$ 15,000,000.00	\$ 15,000,000.00	\$ 15,000,000.00	\$ 15,000,000.00	
Tax Rate	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
Total Tax Due to City	\$ 98,100.00	\$ 98,100.00	\$ 98,100.00	\$ 98,100.00	\$ 98,100.00	<u>\$ 490,500.00</u>
Abatement Percentage	90.00%	70.00%	50.00%	30.00%	10.00%	
Tax Abatement to Developer (Up To)	\$ 88,290.00	\$ 68,670.00	\$ 49,050.00	\$ 29,430.00	\$ 9,810.00	<u>\$ 245,250.00</u>
Tax due to City	\$ 9,810.00	\$ 29,430.00	\$ 49,050.00	\$ 68,670.00	\$ 88,290.00	<u>\$ 245,250.00</u>

EXHIBIT "B"
EVERGREEN COLD STORAGE

PROPOSED TAX REIMBURSEMENT

Tax Year:	2020	2021	2022	2023	2024	Totals
Proposed Improvements (Increase IN Value Up To)	\$ 27,000,000.00	\$ 27,000,000.00	\$ 27,000,000.00	\$ 27,000,000.00	\$ 27,000,000.00	
Tax Rate	0.854000%	0.854000%	0.654000%	0.654000%	0.654000%	
Total Tax Due to City	\$ 176,580.00	\$ 176,580.00	\$ 176,680.00	\$ 176,580.00	\$ 176,580.00	\$ 882,900.00
Abatement Percentage	90.00%	70.00%	50.00%	30.00%	10.00%	
Tax Abatement to Developer (Up To)	\$ 158,922.00	\$ 123,606.00	\$ 88,290.00	\$ 52,974.00	\$ 17,658.00	\$ 441,450.00
Tax due to City	\$ 17,658.00	\$ 52,974.00	\$ 88,290.00	\$ 123,606.00	\$ 158,922.00	\$ 441,450.00

Exhibit "C"

EVERGREEN COLD STORAGE

	Projected Crossings	Increase From Prior Year	% Increase	50% of \$ Increase	Paid March 1st of
2015	5,200				
2016	7,280	2,080	40%	\$ 20,280	2017
2017	8,008	728	10%	\$ 7,098	2018
2018	8,809	801	10%	\$ 7,810	2019
2019	9,690	881	10%	\$ 8,590	2020
2020	10,659	969	10%	\$ 9,448	2021
Total				\$ 53,225	

* 50% reimbursement will be paid on actual southbound crossing only

* To be verified by Pharr International Bridge staff.

Exhibit "D"

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
\$40,000 to \$399,999	10	\$25,000	\$2,500
\$400,000 to \$999,999	25	\$62,500	\$2,500
\$1,000,000 to \$4,999,999	125	\$312,500	\$2,500
\$5,000,000 to \$149,999,999	500	\$1,250,000	\$2,500
Double Jumbo Project \$150,000,000 to \$249,999,999	500	\$2,500,000	\$5,000
Triple Jumbo Project \$250,000,000 or more	500	\$3,750,000	\$7,500

EVERGREEN

FEE	Subdivision Fee Schedule	Total
Industrial Subdivision Plat Application	\$325.00 + 15.00/acre (20 acres)	\$ 625.00
Subdivision Inspection Fee	3% of public improvement costs (\$291200)	\$ 8,736.00
Water System Subdivision Fee	\$100/acre (20 acres)	\$ 2,000.00
Sewer System Subdivision Fee	\$75.00/acre (20 acres)	\$ 1,500.00
Right of Way Treseting Fee	3% of public improvement costs (\$291200)	\$ 8,736.00
Street Sign Materials Fee	\$175 Per Sign (0 signs)	\$ -
Fire Hydrants, Blure Reflectort & Ring	\$50.00/Hydrant (3 hydrants)	\$ 150.00
Additional Final Inspections Fees	300.00 per request	\$ -
	Total (Up To)	* \$ 21,747.00

* To be verified by Development Services staff

EVERGREEN COLD STORAGE LLC

Project	Value (Up To)	Permit Fee (Up To)
Phase I	\$ 15,000,000.00	\$ 46,445.00
Phase II	<u>\$ 27,000,000.00</u>	<u>\$ 81,090.00</u>
Totals	* \$ 42,000,000.00	* \$ 127,535.00

* To be verified by Development Service staff



MEMORANDUM

DATE: May 10th, 2016
TO: Juan Guerra, City Manager
FROM: Sergio Contreras, PEDC II Executive Director

SUBJECT: Comprehensive Economic Stimulus Package for Spring Valley Fruits

ISSUE

380 Agreement for development of 1.22 +/- acres

FINANCIAL CONSIDERATION

See attached 380 agreement

STAFF RECOMMENDATION

Staff recommends approval.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D	<i>[Signature]</i>
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



March 7th, 2016

Mr. Diaz
Spring Valley Fruits
9204 Seguin
Pharr, TX 78577

RE: Letter of Intent

Dear Mr. Vigil,

We are excited about Spring Valley Fruits' expansion in the City of Pharr. Your presence in Pharr will prove to be a tremendous asset to our business community and positively impact crossings at the Pharr International Bridge.

Spring Valley Fruits has committed to the following:

- A capital investment in the City of Pharr of approximately up to \$3.2 million in 2016
 - Construction of a 22,000 square foot frozen/cold/dry storage facility
- The creation of 16 jobs upon completion

If Spring Valley Fruits meets the performance measures described above; the City of Pharr has approved the following economic development incentives in the form of a 380 Agreement to be capped at \$71,253.00. (380 Agreement is strictly performance based and all reimbursements will be paid according to performance on each incentive granted herein).

- City of Pharr property tax reimbursement in the amounts stipulated on Exhibit "A" of 380 Agreement, payments of which would commence per schedule on said exhibit
- City of Pharr will reimburse Spring Valley for all allowable Permit Fees associated with the project
- City of Pharr will reimburse Spring Valley for all allowable Subdivision Fees associated with the project
- City of Pharr will reimburse 50% of the dollar amount associated with the increase in southbound crossing attributable to Spring Valley at the Pharr International Bridge per Exhibit "B" of 380 Agreement

If you have any questions and/or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Sergio Contreras
Executive Director

COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT

This Economic Development Incentive Agreement (this "**Agreement**") is entered into as of the 7th day of March, 2016 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 South Seguin Drive in Pharr, Texas in the amount of 1.22 acres (more fully described as 1.22 acres of lot located at 9204 S Seguin Drive, Pharr Las Milpas 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, the 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 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 to

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 accordance of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1.

DEFENITION

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 benefit to CITY and SPRING VALLEY 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 and commercial 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 up to \$3,200,000 on this project commencing in June 2016; and

(b) SPRING VALLEY shall employ 16 employees, one year after completion of this project, for the term of this agreement; and

(c) SPRING VALLEY will submit on an annual basis no later than January 31st of each calendar year, a report to verify employment figures; and

(d) SPRING VALLEY will submit on an annual basis no later than January 31st of each calendar year, a report to verify the number of southbound crossing at the Pharr International Bridge attributable to SPRING VALLEY for the prior calendar year; and

In addition, and as part of a community involvement partnership with the City of Pharr, the business community and its education partners:

(d) SPRING VALLEY agrees to provide non paid internship program of two students each year during the term of this agreement under a recognized workforce program in SPRING VALLEY'S industry. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(e) SPRING VALLEY must participate in one job fair event, at no cost to SPRING VALLEY, once a year during the term of this agreement; and

(f) SPRING VALLEY must support an international industry forum or conference to be coordinated by PEDC II, contribution to be capped at \$250.00, once a year during the term of this agreement; and

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 the SPRING VALLEY'S completion 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 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, compare to the previous calendar year, utilizing 2015 as the base year. See Exhibit "B" for payment schedule; and

(c) Reimburse SPRING VALLEY for all allowable Subdivision Fees associated with this development to be paid upon recordation of subdivision plat; 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 reimbursements) will not exceed \$71,253.00. No reimbursement shall be paid prior to issuance of a Permanent Certificate of Occupancy by the City of Pharr with the exception of the subdivision fee reimbursement as stipulated in Section 2.02(e) above. Ad Valorem reimbursements will be paid by March 1st of the calendar year per schedule on Exhibit "A", and pending compliance with Section 3.02, as well as continued compliance with all City Ordinances.

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 the other fees or charges owed by SPRING VALLEY to the City (the **“Impositions”**); provided, however, SPRING VALLEY retains the right to timely 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 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 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 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. THE CITY DOES NOT 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.

3.07 This agreement will terminate upon Spring Valley receiving reimbursements totaling \$71,253.00, or the completion of the 5th year of Ad Valorem Tax reimbursements, whichever occurs first.

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 SPRING VALLEY: Spring Valley Fruits
Attention: Alberto Diaz, President
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 and the members of Spring Valley Fruits, and Andres J. Zuniga. A copy of materials referenced herein are attached hereto as Exhibits "A" and "B".

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 set forth below.

CITY OF PHARR

Signature: _____

Name: Juan Guerra

Title: City Manager

Date: _____

SPRING VALLEY FRUITS

Signature: _____

Name: Alberto Diaz

Title: President

Date: _____

SPRING VALLEY FRUITS

Estimated Reimbursements

	2016	2017	2018	2019	2020	2021	Total
Ad Vallorem (Up To)	\$ -	\$ 18,835.20	\$ 14,649.60	\$ 10,464.00	\$ 6,278.40	\$ 2,092.80	\$ 52,320.00
50% Crossing Re-Imb	\$ -	\$ 4,875.00	\$ 731.00	\$ 800.00	\$ 887.00	\$ 975.00	\$ 8,268.00
Subdivision Fee Re-Imb	\$ -	\$ -					\$ -
Permit Fee Re-Imb (Up To)	\$ 10,665.00	\$ -					\$ 10,665.00
TOTALS	\$ 10,665.00	\$ 23,710.20	\$ 15,380.60	\$ 11,264.00	\$ 7,165.40	\$ 3,067.80	\$ 71,253.00

EXHIBIT "A"

SPRING VALLEY FRUITS

PROPOSED TAX REIMBURSEMENT

<u>Tax Year:</u>	2017	2018	2019	2020	2021	Totals
Proposed Improvements (Increase In Value Up To)	\$ 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%	
Total Tax Due to City	\$ 20,928.00	\$ 104,640.00				
Abatement Percentage	90.00%	70.00%	50.00%	30.00%	10.00%	
Tax Abatement to Customer (Up To)	\$ 18,835.20	\$ 14,649.60	\$ 10,464.00	\$ 6,278.40	\$ 2,092.80	\$ 52,320.00
Tax due to City	\$ 2,092.80	\$ 6,278.40	\$ 10,464.00	\$ 14,649.60	\$ 18,835.20	\$ 52,320.00

EXHIBIT "B"

SPRING VALLEY FRUITS

	Projected Crossings	Increase From Prior Year	% Increase	50% of \$ Increase	Paid March 1st of
2015	250 (Actual)	0	-	\$ -	
2016	750	500	67%	\$ 4,875	2017
2017	825	75	10%	\$ 731	2018
2018	907	82	10%	\$ 800	2019
2019	998	91	10%	\$ 887	2020
2020	1,098	100	10%	\$ 975	2021
Total				\$ 8,268	

* 50% reimbursement will be paid on actual southbounds crossing only.

* To be verified by Pharr International Bridge staff.

SPRING VALLEY FRUITS

FEE	Subdivision Fee Schedule	Total
Industrial Subdivision Plat Application	\$325.00 + 15.00/acre (1.22 acres)	\$ -
Subdivision Inspection Fee	3% of public improvement costs (\$572,750.00)	\$ -
Water System Subdivision Fee	\$100/acre (1.22 acres)	\$ -
Sewer System Subdivision Fee	\$75.00/acre (1.22 acres)	\$ -
Right of Way Testing Fee	3% of public improvement costs (\$572,750.00)	\$ -
Street Sign Materials Fee	\$175 Per Sign (4 signs)	\$ -
Fire Hydrants, Blue Reflectors & Ring	\$50.00/Hydrant (4 hydrants)	\$ -
Additional Final Inspections Fees	300.00 per request	<u>\$ -</u>
	Total	\$ -
Lot was previously subdivided	No fees associated with subdivision process	0.00

Spring Valley Fruits

Project	Value (Up To)	Permit Fee (Up To)
Phase I	\$ 3,200,000.00	* \$ 10,665.00

* To be verified by Development Services staff.

MEMORANDUM

DATE: May 10th, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director



SUBJECT: Comprehensive Economic Stimulus Package for Grupo Interenlace

ISSUE

380 Agreement for development of 3.23 +- acres.

FINANCIAL CONSIDERATION

See attached 380 agreement

STAFF RECOMMENDATION

Staff recommends approval.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D	
CC	
MAY 11 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



March 7th, 2016

Cesar A Garcia Vigil
President
Grupo Interenlace
9300 Lamar
Pharr, TX 78577

RE: Letter of Intent

Dear Mr. Vigil,

We are excited about Grupo Interenlace's expansion in the City of Pharr. Your presence in Pharr will prove to be a tremendous asset to our business community and positively impact crossings at the Pharr International Bridge.

Grupo Interenlace has committed to the following:

- A capital investment in the City of Pharr of approximately up to \$7 million by 2016
 - Construction of a 46,000 square foot cold/dry storage facility
- Creation of 29 jobs upon completion

If Grupo Interenlace meets the performance measures described above; the City of Pharr has approved the following economic development incentives in the form of a 380 Agreement to be capped at \$447,976.50. (380 Agreement is strictly performance based and all reimbursements will be paid according to performance on each incentive granted herein).

- City of Pharr property tax reimbursement in the amounts stipulated on Exhibit "A" of 380 Agreement, payments of which would commence per schedule on said exhibit
- City of Pharr will reimburse Grupo Interenlace for all allowable Permit Fees associated with the project
- City of Pharr will reimburse Grupo Interenlace for all allowable Subdivision Fees associated with the project
- City of Pharr will reimburse 50% of the dollar amount associated with the increase in southbound crossing attributable to Grupo Interenlace at the Pharr International Bridge per Exhibit "B" of 380 Agreement

If you have any questions and/or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Sergio Contreras
Executive Director

COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT

This Economic Development Incentive Agreement (this "**Agreement**") is entered into as of the 7th day of March, 2016 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 Anaya Road 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, the 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 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 to 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 accordance of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1.

DEFENITION

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 benefit to CITY and INTERENLACE 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 and commercial activity in the city and state, and ultimately promote development and commerce.

The parties agree that;

(a) INTERENLACE shall develop the entire 3.23 acres for industrial use by investing up to \$7,000,000 on this project commencing in July 2016; and

(b) INTERENLACE shall employ 29 employees, one year after completion of the project, for the term of this agreement; and

(c) INTERENLACE will submit on an annual basis no later than January 31st of each calendar year, a report to verify employment figures; and

(d) INTERENLACE will submit on an annual basis no later than January 31st of each calendar year, a report to verify the number of southbound crossing at the Pharr International Bridge attributable to INTERENLACE for the prior calendar year; and

In addition, and as part of a community involvement partnership with the City of Pharr, the business community and its education partners:

(e) INTERENLACE agrees to provide non paid internship program of two students each year during the term of this agreement under a recognized workforce program in INTERENLACE'S industry. The two students must be from an Independent School District within the City of Pharr and its higher education partners; and

(f) INTERENLACE must participate in one job fair event, at no cost to INTERENLACE, once a year during the term of this agreement; and

(g) INTERENLACE must support an international industry forum or conference to be coordinated by PEDC II, contribution to be capped at \$250.00, once a year during the term of this agreement; and

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 the GRUPO INTERENLACE'S completion 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 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, compared to the previous calendar year, utilizing 2015 as the base year. See Exhibit "B" for payment schedule; and

(c) Reimburse INTERENLACE for all allowable Subdivision Fees associated with this development, to be paid upon recordation of subdivision plat; 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 reimbursements) will not exceed \$466,792.00. No reimbursement shall be paid prior to issuance of a Permanent Certificate of Occupancy by the City of Pharr, with the exception of subdivision fee reimbursement as stipulated in Section 2.02(e) above. Ad Valorem reimbursements will be paid by March 1st of the calendar year per schedule on Exhibit "A" and pending compliance with Section 3.02, as well as continued compliance with all City Ordinances.

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 the other fees or charges owed by INTERENLACE to the City (the "Impositions"); provided, however, INTERENLACE retains the right to timely 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 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 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.

Pharr, Texas 78577

Attention: Juan Guerra, City Manager

If intended for INTERENLACE: Grupo Interenlace

Attention: Cesar A. Garcia Vigil, CEO

9300 Lamar

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 Grupo Interenlace, and Cesar A. Garcia Vigil. A copy of materials referenced herein are attached hereto as Exhibits "A" and "B".

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 set forth below.

CITY OF PHARR

Signature: _____

Name: Juan Guerra

Title: City Manager

Date: _____

GRUPO INTERENLACE

Signature: _____

Name: Cesar A. Garcia Vigil

Title: CEO

Date: _____

GRUPO INTERENLACE

Estimated Reimbursements

	2016	2017	2018	2019	2020	2021	Total
Ad Vallorem (Up To)	\$ -	\$ 41,202.00	\$ 32,046.00	\$ 22,890.00	\$ 13,734.00	\$ 4,578.00	\$ 114,450.00
50% Crossing Re-Imb	\$ -	\$ 92,986.00	\$ 49,481.00	\$ 54,434.00	\$ 59,875.00	\$ 65,861.00	\$ 322,637.00
Subdivision Fee Re-Imb (Up To)	\$ 7,640.00	\$ -					\$ 7,640.00
Permit Fee Re-Imb (up To)	\$ 22,065.00	\$ -					\$ 22,065.00
TOTALS	\$ 29,705.00	\$ 134,188.00	\$ 81,527.00	\$ 77,324.00	\$ 73,609.00	\$ 70,439.00	\$ 466,792.00

EXHIBIT "A" PROPOSED TAX REIMBURSEMENT

<u>Tax Year:</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Totals</u>
Proposed Improvements (Increase in Value Up To)	\$ 7,000,000.00	\$ 7,000,000.00	\$ 7,000,000.00	\$ 7,000,000.00	\$ 7,000,000.00	
Tax Rate	0.654000%	0.654000%	0.654000%	0.654000%	0.654000%	
Total Tax Due to City	\$ 45,780.00	\$ 45,780.00	\$ 45,780.00	\$ 45,780.00	\$ 45,780.00	<u>\$ 228,900.00</u>
Abatement Percentage	90.00%	70.00%	50.00%	30.00%	10.00%	
Tax Abatement to Customer (Up To)	\$ 41,202.00	\$ 32,046.00	\$ 22,890.00	\$ 13,734.00	\$ 4,578.00	<u>\$ 114,450.00</u>
Tax due to City	\$ 4,578.00	\$ 13,734.00	\$ 22,890.00	\$ 32,046.00	\$ 41,202.00	<u>\$ 114,450.00</u>

EXHIBIT "B"

GRUPO INTERENLACE

	Projected Crossings	Increase From Prior Year	% Increase	50% of \$ Increase	Paid March 1st of
2015	* 41,213 (Actual)				
2016	50,750	9,537	19%	\$ 92,986	2017
2017	55,825	5,075	10%	\$ 49,481	2018
2018	61,408	5,583	10%	\$ 54,434	2019
2019	67,549	6,141	10%	\$ 59,875	2020
2020	74,304	6,755	10%	\$ 65,861	2021
Total				\$ 322,637	

* Interenlace 85% & 4G Transfer 15%

Totals to be verified by Pharr International Bridge Staff

INTERENLACE

FEE	Subdivision Fee Schedule	Total
Industrial Subdivision Plat Application	\$325.00 + 15.00/acre (8.79 acres)	\$ 475.00
Subdivision Inspection Fee	3% of public improvement costs (\$89,423.33)	\$ 2,682.70
Water System Subdivision Fee	\$100/acre (10 acres)	\$ 1,000.00
Sewer System Subdivision Fee	\$75.00/acre (10 acres)	\$ 750.00
Right of Way Reseting Fee	3% of public improvement costs (\$89,423.33)	\$ 2,682.70
Street Sign Materials Fee	\$175 Per Sign (0 signs)	\$ -
Fire Hydrants, Blue Reflectors & Ring	\$50.00/Hydrant (4 hydrants)	\$ 50.00
Additional Final Inspections Fees	300.00 per request	\$ -
	Total (Up To)	\$ 7,640.40

Totals to be verified by Development Services Staff

GRUPO INTERENLACE

Project	Value (Up To)	Permit Fee (Up To)
Phase I	\$ 7,000,000.00	\$ 22,065.00

Totals to be verified by Development Services Staff