



**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, JUNE 20, 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.

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

- A) City Engineer's Report
- B) Submission of Monthly Report – Pharr Municipal Court
- C) Submission of May 2016 Tax Collection Report
- D) Submission of June 2016 Sales Tax Report
- E) City Events of Interest

3. PUBLIC COMMENTS/PUBLIC HEARINGS:

- A) **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.*

B) **PUBLIC HEARING ON DEVELOPMENT SERVICES CASES:** *(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-29 adopting the City of Pharr Purchasing Manual. (FINANCE) - **3rd & Final Reading**

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-44 rental of city facilities. (PARKS & REC.) – **2nd Reading**

C) Consideration and action, if any, on Ordinance establishing and creating the Mayor's Chairman Commission; providing and prescribing for powers, duties and responsibilities of all chairmen; and providing for an appointment process for all chairmen. (ADMINISTRATION) – **2nd & Final Reading**

D) Consideration and action, if any, on request from PSJA ISD for use of Boggus Ford Events for their Annual District College Night on Tuesday, September 27, 2016 from 5:00pm – 8:00pm. (EVENTS CENTER)

E) Consideration and action, if any, on request from Miracle Kids of South Texas for use of Pharr Aquatic Center for their annual swimming event on Wednesday, July 6, 2016 from 2:30 p.m. – 6:30 p.m. (PARKS & REC.)

F) Consideration and action, if any, authorizing City Manager to advertise for Request for Qualifications (RFQ) for preparation of environmental documents for various HCMPO Projects. (ENGINEERING)

G) Consideration and action, if any, on agreement between City of Pharr and Wildfox Films, LLC. for use of library facilities and filming. (LIBRARY)

- H) Consideration and action, if any, on bids received on struck-off properties described as Lot 6, Block 18, Citrus Bay Subdivision; Lot 12, Block 2, Bustamante Subdivision; Lots 5 and 6, Block 100, third addition to Hackberry Addition; the northeast 2.33 acres out of Lot 375, Kelly Tract Subdivision; all of Lot 18, Villas Del Valle Subdivision; Lot 4, Block 20, Citrus Bay Unit No. 2; Lot 14, Block 6, Hidalgo Park Estates Subdivision; Lot 115, Villa Del Norte Subdivision; Lot 10, Block 18, Original Townsite; all of Lot 27, Citrus Trails Subdivision; the west 108 feet of the east 248 feet of the north 100 feet of the east half of Block "B" of the adjacent acreage to Pharr Townsite; all of Lot 180, La Quinta Subdivision; Lot 78, South Creek Subdivision; all of Lot 118, Crown Point Estates Phase 2; Lot 14, Block 15, Citrus Bay Subdivision; Lot 15, Block 15, Citrus Bay Subdivision; Lot 13, Block 15, Citrus Bay Unit No. 2; Lot 10, Villa Espana Estates; and Lot 2, Block 5, Hidalgo Park Estates, an addition to the City of Pharr. (ADMINISTRATION)
- I) Consideration and action, if any, on Development Services Cases:
1. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. **CUP#140545**
 2. Eduardo Lee Corpus, representing Mani Skaria, has filed with the Planning and Zoning Commission a request for a change of zone from a Residential Townhouse District (R-TH) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as being Lot 31, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1105 West Kennedy Street. **COZ#160523**
 3. Eduardo Lee Corpus, representing Mani Skaria and Anne Skaria, has filed with the Planning and Zoning Commission a request for a change of zone from a Single-Family Residential District (R-1) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as being Lot 30, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1207 West Kennedy Street. **COZ#160524**

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance appointing Patricia A. Rigney as General Counsel and City Attorney for the City of Pharr. (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance establishing procedures and rates for rental of Boggus Ford Events Center. (EVENTS CENTER) – **1st Reading**

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- C) Consideration and action, if any, on Resolution appointing one (1) member to the Golf Course Advisory Board. (PARKS & REC.)
- D) Consideration and action, if any, on Resolution appointing one (1) member to the Parks & Recreation Advisory Board. (PARKS & REC.)
- E) Consideration and action, if any, on Resolution appointing/re-appointing seven (7) members and one (1) ex-officio member to the Library Board. (LIBRARY)
- F) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member for Census Tract 215 and appointing one (1) member for Census Tract 217 to the Community Development Council. (CDBG)
- G) Consideration and action, if any, on Resolution by the City of Pharr approving a resolution of the City Council of the City of Pharr, Texas ("City"), approving (I) the resolution of the Board of Directors of the Pharr Economic Development Corporation II ("Corporation") approving the entering into a Loan Agreement, Promissory Note and Sales Tax Pledge Agreement with Lone Star National Bank ("Bank"); (II) a Sales Tax Remittance Agreement between the City and the Corporation ("Sales Tax Remittance Agreement"); (III) a Guaranty Agreement executed by the City for the benefit of the Bank ("City Guaranty"); and (IV) the authority of the Mayor to execute, on behalf of the City, a General Certificate of the City, Sales Tax Remittance Agreement and the City Guaranty, to support economic development projects. (PEDC)
- H) Consideration and action, if any, on Resolution by the City of Pharr approving Guaranty of Loan and related items by City of Pharr, Texas, for the benefit of Pharr Economic Development Corporation II to support economic development projects. (PEDC)
- I) Consideration and action, if any, on Resolution by the City of Pharr approving a Sales Tax Remittance Agreement between the City of Pharr, Texas and Pharr Economic Development Corporation II, to support economic development projects. (PEDC)
- J) Consideration and action, if any, on Resolution approving the bids received on tax resale properties on June 7, 2016. (ADMINISTRATION)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on request from City of Pharr and Upfame Promotions for use of Boggus Ford Events Center for the Friday Night Honky Tonk event on Friday, July 22, 2016. (EVENTS CENTER)

- B) Consideration and action, if any, on letter of approval from City of Pharr to Texas EMS, LLC for non-emergency ambulance transports. (ADMINISTRATION)
- C) Consideration and action, if any, on Change Order #1 in the deduct amount of \$48,619.96 and addition of forty (40) days to Foremost Paving contract for Jones Box Park Pedestrian Bridge Project. (ENGINEERING)
- D) Consideration and action, if any, on acceptance of the Jones Box Pedestrian Bridge Project with Foremost Paving and release of final payment and retainage in the amount of \$19,617.55. (ENGINEERING)
- E) Consideration and action, if any, on loan to APRL Investment, LLC. (PEDC)
- F) Consideration and action, if any, authorizing PEDC II Executive Director on Advance Request and Compliance Certificate for APRL Investments, LLC. loan. (PEDC)
- G) Consideration and action, if any, awarding bid for Lift Station #25 and Force Main Improvements Project. (UTILITIES)

7. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on Interlocal agreement between City of Pharr and City of Progreso for fire dispatching services. (FIRE)
- B) Consideration and action, if any, on sponsorship agreement with Academy Sports and Outdoors. (PARKS & REC.)
- C) Consideration and action, if any, on selection of consultant for Parks and Recreation and Open Space Master Plan and authorizing City Manager to negotiate a fee and execute a contract for professional services. (PARKS & REC.)
- D) Consideration and action, if any, authorizing City Manager to negotiate fee and execute contract for professional engineering services with Aldana Engineering & Traffic Design (AETD) for traffic signal at intersection of Veterans and El Dora Road. (ENGINEERING)
- E) Consideration and action, if any, authorizing City Manager to negotiate fee and execute contract for professional engineering services with S&B Engineers for HCMPO Projects – South Veterans Road from Military Highway (US 281) to East Rancho Blanco Road; East and West Hi-Line Road from South Jackson Road to South Veterans Road; and Anaya Road from Cage Blvd. (US 281) to Veterans Road. (ENGINEERING)

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- F) Consideration and action, if any, authorizing PEDC II Executive Director to execute agreement with De Saro Rodriguez Advertising Agency for professional services on media production services, utilizing Hotel/Motel budget funds. (PEDC)
- G) Consideration and action, if any, authorizing PEDC II Executive Director to amend consulting contract with RGEA Advisors on economic development strategies. (PEDC)
- H) Consideration and action, if any, authorizing PEDC II Executive Director to negotiate rental agreement on PEDC II real estate property located at 301 S. Cage. (PEDC)
- I) Consideration and action, if any, authorizing City Manager to enter into a contract with Upfame Promotions for Pilot Program of Friday Night Honky Tonk at the Boggus Ford Events Center. (EVENTS CENTER)

8. LEGAL:

- A) Consideration and action, if any, on Memorandum of Understanding with development company. (ADMINISTRATION)

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

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

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

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

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

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

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 17th day of June, 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).



WITNESS MY HAND AND SEAL, this 17th DAY OF JUNE 2016.


HILDA PEDRAZA, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2016 by,

Title: _____

**City Engineer's Report
June 20, 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. TxDOT will have bid letting in August 2016.

Sugar & El Dora Traffic Signal Improvements

Contract were submitted to the contractor to execute. A pre-construction will be scheduled within one week.

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.

South Pharr Development and Research Center

Warren Group – Architects have completed 60% Design Plans and Specifications. A meeting was scheduled with staff, architect and construction manager Friday, June 10, 2016 to review the 60% plans and specifications.

Jones Box Park Improvements

Melden & Hunt – Engineers has completed preliminary plans of the master plans. A meeting is scheduled next week to review the construction plans for Phase I.

Owassa Road

TEDSI Engineers have submitted 60% of the plans to TxDOT for review. Right of Way information has been submitted to TxDOT to approval.

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 recent rains. Estimated completion date is June 30, 2016.

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

Contractor has begun construction on January 4, 2016. Construction is completed. A punch is being developed by Engineering Department for the contractor to address.

Contract Amount:	\$1,377,768.35
Current Expenditures:	\$ 919,915.38
Percent Completed:	99%

Navarro Street Roadway & Drainage Improvements

Contractor has begun construction on the project.

Contract Amount: \$ 817,648.70

Current Expenditures: \$ 611,715.50

Percent Completed: 74%

Ridge Road and Cage Blvd Sidewalk Improvements

Contractor has begun construction on the project. Project is 98% complete.

Contract Amount: \$ 234,153.00

Current Expenditures: \$ 224,784.00

Percent Completed: 98%

Water Line Transmission Improvements

Contractor has begun Construction

Contract Amount: \$ 6,591,196.00

Current Expenditures \$ 357,683.53

Percent Complete 2.41%



Hi-Line Road Improvements



Hi-Line Road Improvements



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Water Line Improvements



Ridge Road and Cage Blvd Sidewalk Improvements



Ridge Road and Cage Blvd Sidewalk Improvements



Water Line Transmission Improvements



Water Line Transmission Improvements



Water Line Transmission Improvements

PHARR MUNICIPAL COURT
MONTHLY REPORT
FISCAL YEAR OCTOBER 2014 THROUGH SEPTEMBER 2015
MONTH OF: MAY 2016
TOTAL REVENUE

	MONTH CURRENT	PRIOR YEAR	CURRENT	YEAR TO DATE PRIOR YEAR
FINES & ADM.				
ARREST(CITY)	\$ 127,118.48	\$ 93,157.37	\$ 824,666.95	\$ 793,442.23
STATE TAX	\$ 84,597.27	\$ 50,398.74	\$ 477,096.42	\$ 476,014.23
TECHNOLOGY	\$ 4,764.03	\$ 2,957.01	\$ 28,216.44	\$ 27,807.14
SECURITY	\$ 3,575.03	\$ 2,217.84	\$ 21,152.76	\$ 20,847.11
SEATBELT	\$ 214.50	\$ 413.00	\$ 2,162.06	\$ 1,859.32
JUVENILE CASE MANAGER	\$ 6,607.32	\$ 3,793.54	\$ 38,274.36	\$ 35,266.94
SCOFFLAW	\$ 740.00	\$ 140.00	\$ 3,960.00	\$ 1,060.00
COLL. AGY	\$ 166.12	\$ 66.90	\$ 2,206.39	\$ 2,534.68
TOTAL	\$ 227,782.75	\$ 153,144.40	\$ 1,397,735.38	\$ 1,358,831.65

TRAFFIC:	MONTHLY	YEAR TO DATE
1. New Cases filed this month	2069	11,387
2. Disposition prior to trial:		
Fined	1328	9068
Cases Dismissed	54	695
3. Disposition at Trial		
Trial by Judge-Guilty:	0	33
Dismissed at Trial:	0	42
4. Cases Dismissed :		
a. After Drivers Safety Course	7	40
b. After Deffered Disposition	125	1182
c. After Proof of Fin. Respons.	29	245
d. & Compliance Dismissal	111	748
Total Cases Heard	3,723	23,395

NON-TRAFFIC CASE DSIPOSITION(S):

Cases cited this month	403	2404
Number of guilty pleas (T/S)	448	2904
Dismissed - Dismissed at Trial	0	5
Deferred Disposition	3	30
Released to Border Patrol	17	84
Transferred to MHMR/Detox Unit	0	0
Other(Animal Control/City Ord.)	15	234
Fined	14	225
Dismissed	10	175
Total Cases Heard:	910	6061

lnp

PREPARED BY: LAURA PENA

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
MAY 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	15,548,422.99	-	19,062.36	1,152,236.67	93.10%	92.83%
2014 & PRIOR YRS ROLLBACK	2,442,437.72 -	464,774.90 50,670.41	- -	(32,747.75) 50,677.39	1,944,915.07 6.98	19.29% 99.99%	20.86% 0.00%
TOTALS	19,124,035.02	16,063,868.30	-	36,992.00	3,097,158.72		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	158,702.76	- CURRENT
CURRENT YEAR-P&I	16,692.14	
PRIOR YEARS-BASE TAX	43,404.27	(836.80) PRIOR
PRIOR YEARS-P&I	19,847.95	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	9,580.59	
TOTAL COLLECTIONS	248,227.71	(836.80)
LESS TRANSFERRED	143,734.92	
LESS IN TRANSIT	98,969.93	
LESS DUE TO HCAD COMM. FEE	9.86	
LESS DUE TO CO TREASURER	5,513.00	
BALANCE	-	

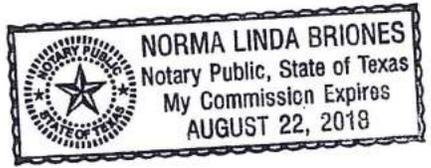
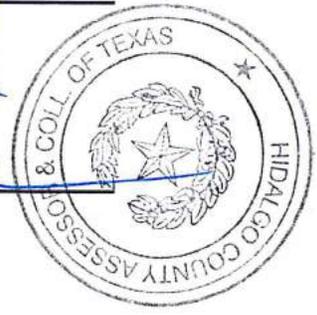
*****AFFIDAVIT*****

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

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

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF JUNE 2016 A.D.

[Signature]
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
AS OF MAY 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.
3-May	4,607.31	390.46			519.64	246.29			123.67		5,887.37	374.37	5,513.00	10-May
4-May	5,565.81	487.95			838.14	289.16			358.45		7,539.51	7,539.51	0.00	10-May
5-May	6,528.03	588.20			2,664.94	1,099.22			493.55		11,373.94	11,373.94	(0.00)	11-May
6-May	8,868.46	1,040.57			1,173.05	451.87			261.35		11,795.30	11,795.30	0.00	12-May
9-May	5,967.12	683.89			1,599.76	770.29			321.81		9,342.87	9,342.87	0.00	13-May
10-May	3,314.11	299.81			1,148.31	443.79			271.31		5,477.33	5,477.33	0.00	16-May
11-May	7,369.08	885.57			1,166.23	609.96			257.23		10,288.07	10,288.07	0.00	17-May
12-May	9,372.09	786.21			986.40	(37.07)			223.71		11,331.34	11,331.34	(0.00)	18-May
13-May	4,920.55	565.01			693.30	229.13			155.91		6,563.90	6,563.90	0.00	19-May
16-May	7,114.01	673.54			1,461.26	733.23			307.90		10,289.94	10,289.94	(0.00)	20-May
17-May	3,917.49	398.98			3,063.28	3,004.80			910.02		11,294.57	11,294.57	0.00	23-May
18-May	4,507.09	354.33			3,777.57	1,427.45			625.08		10,691.52	10,691.52	0.00	24-May
19-May	4,107.90	489.35			1,504.75	600.23			314.60		7,016.83	7,016.83	0.00	25-May
20-May	8,416.19	1,029.01			256.60	129.00			234.09		10,064.89	10,064.89	0.00	26-May
23-May	8,592.64	952.47			1,664.36	510.43			281.71		12,001.61	12,001.61	(0.00)	27-May
24-May	5,397.88	646.24			1,365.27	583.20			296.34		8,288.93	8,288.93	(0.00)	31-May
25-May	6,485.56	665.76			1,028.22	892.55			287.90		9,359.99	9,359.99	0.00	1-Jun
26-May	2,709.62	198.75			7,979.62	3,661.88			1,746.26		16,296.13	16,296.13	0.00	2-Jun
27-May	11,956.29	1,391.06			2,430.80	782.83			489.53		17,050.51	17,050.51	0.00	3-Jun
31-May	38,985.53	4,164.98			8,082.77	3,419.71			1,620.17		56,273.16	56,263.30	9.86	4-Jun
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	

158,702.76 16,692.14 0.00 0.00 43,404.27 19,847.95 0.00 0.00 9,580.59 0.00 248,227.71 242,704.85 5,522.86

OVERALL TOTAL	248,227.71
LESS REFUNDS	0.00
LESS HCAD COMM FEES	9.86
LESS COMM/COST	<u>5,513.00</u>
BALANCE	242,704.85
LESS TRANSFERRED	143,734.92
LESS TRANSF IN TRANSIT	<u>98,969.93</u>
BALANCE PENDING	0.00

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF MAY 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	158,508.97	(139,446.61)
CURRENT LEVY	16,700,659.66	16,203,481.54	497,178.12
CURRENT COLLECTIONS THIS MONTH	158,702.76	214,689.83	(55,987.07)
CURRENT COLLECTIONS TO DATE	15,548,422.99	15,041,848.88	506,574.11
OUTSTANDING TO DATE	1,152,236.67	1,161,632.66	(9,395.99)
PERCENT COLLECTED/ORIGINAL	93.21%	93.75%	-0.54%
PERCENT COLLECTED/MODIFIED	93.10%	92.83%	0.27%
TOTAL COLLECTIONS FISCAL YEAR	15,548,422.99	15,041,848.88	
<u>DELINQUENT</u>			
ORIGINAL LEVY	2,442,437.72	2,413,349.92	29,087.80
MODIFICATIONS	(32,747.75)	(29,068.17)	(3,679.58)
DELINQUENT LEVY	2,409,689.97	2,384,281.75	25,408.22
DELINQUENT COLLECTIONS THIS MONTH	43,404.27	53,955.28	(10,551.01)
DELINQUENT COLLECTIONS TO DATE	464,774.90	497,403.85	(32,628.95)
OUTSTANDING TO DATE	1,944,915.07	1,886,877.90	58,037.17
PERCENT COLLECTED/ORIGINAL	19.03%	20.61%	-1.58%
PERCENT COLLECTED/MODIFIED	19.29%	20.86%	-1.57%
TOTAL COLLECTIONS FISCAL YEAR	464,774.90	497,403.85	
<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	141,255.12	.00	14,857.05	3,856.39-	152,255.78	740.51	.00	.00	156,852.68
	I & S	.071900	17,447.64	.00	1,835.09	476.34-	18,806.39	.00	.00	.00	19,282.73
	TOTAL	.654000	158,702.76	.00	16,692.14	4,332.73-	171,062.17	740.51	.00	.00	176,135.41
2014	M & O	.608100	20,082.95	.00	5,200.90	20.36-	25,263.49	4,014.34	.00	.00	29,298.19
	I & S	.071900	2,374.60	.00	614.90	2.41-	2,987.09	.00	.00	.00	2,989.50
	TOTAL	.680000	22,457.55	.00	5,815.80	22.77-	28,250.58	4,014.34	.00	.00	32,287.69
2013	M & O	.605000	7,865.82	.00	3,074.69	9.56-	10,930.95	1,735.18	.00	.00	12,675.69
	I & S	.075000	975.11	.00	381.21	1.19-	1,355.13	.00	.00	.00	1,356.32
	TOTAL	.680000	8,840.93	.00	3,455.90	10.75-	12,286.08	1,735.18	.00	.00	14,032.01
2012	M & O	.602600	4,162.49	.00	2,057.86	.00	6,220.35	962.80	.00	.00	7,183.15
	I & S	.077400	534.62	.00	264.33	.00	798.95	.00	.00	.00	798.95
	TOTAL	.680000	4,697.11	.00	2,322.19	.00	7,019.30	962.80	.00	.00	7,982.10
2011	M & O	.602100	1,949.04	.00	1,149.20	.00	3,098.24	450.04	.00	.00	3,548.28
	I & S	.077900	252.17	.00	148.70	.00	400.87	.00	.00	.00	400.87
	TOTAL	.680000	2,201.21	.00	1,297.90	.00	3,499.11	450.04	.00	.00	3,949.15
2010	M & O	.601800	1,488.61	.00	1,236.28	.00	2,724.89	425.07	.00	.00	3,149.96
	I & S	.078200	193.44	.00	160.63	.00	354.07	.00	.00	.00	354.07
	TOTAL	.680000	1,682.05	.00	1,396.91	.00	3,078.96	425.07	.00	.00	3,504.03
2009	M & O	.601800	592.32	.00	459.69	.00	1,052.01	137.44	.00	.00	1,189.45
	I & S	.078200	76.96	.00	59.74	.00	136.70	.00	.00	.00	136.70
	TOTAL	.680000	669.28	.00	519.43	.00	1,188.71	137.44	.00	.00	1,326.15
2008	M & O	.602940	441.58	.00	409.62	.00	851.20	127.34	.00	.00	978.54
	I & S	.078910	57.79	.00	53.61	.00	111.40	.00	.00	.00	111.40
	TOTAL	.681850	499.37	.00	463.23	.00	962.60	127.34	.00	.00	1,089.94
2007	M & O	.596130	107.48	.00	120.11	.00	227.59	39.11	.00	.00	266.70
	I & S	.086990	15.69	.00	17.52	.00	33.21	.00	.00	.00	33.21
	TOTAL	.683120	123.17	.00	137.63	.00	260.80	39.11	.00	.00	299.91
2006	M & O	.593130	43.64	.00	54.07	.00	97.71	16.89	.00	.00	114.60
	I & S	.089990	6.62	.00	8.20	.00	14.82	.00	.00	.00	14.82
	TOTAL	.683120	50.26	.00	62.27	.00	112.53	16.89	.00	.00	129.42
2005	M & O	.593130	165.38	.00	224.87	.00	390.25	67.41	.00	.00	457.66
	I & S	.089990	25.08	.00	34.12	.00	59.20	.00	.00	.00	59.20
	TOTAL	.683120	190.46	.00	258.99	.00	449.45	67.41	.00	.00	516.86
2004	M & O	.601650	99.39	.00	144.68	.00	244.07	40.74	.00	.00	284.81
	I & S	.081470	13.47	.00	19.60	.00	33.07	.00	.00	.00	33.07
	TOTAL	.683120	112.86	.00	164.28	.00	277.14	40.74	.00	.00	317.88

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	123.17	.00	194.08	.00	317.25	48.88	.00	.00	366.13
	I & S	.086900	17.96	.00	28.30	.00	46.26	.00	.00	.00	46.26
	TOTAL	.683120	141.13	.00	222.38	.00	363.51	48.88	.00	.00	412.39
2002	M & O	.590210	161.47	.00	273.80	.00	435.27	73.15	.00	.00	508.42
	I & S	.099790	27.30	.00	46.29	.00	73.59	.00	.00	.00	73.59
	TOTAL	.690000	188.77	.00	320.09	.00	508.86	73.15	.00	.00	582.01
2001	M & O	.564720	94.40	.00	173.39	.00	267.79	46.80	.00	.00	314.59
	I & S	.097590	16.32	.00	29.97	.00	46.29	.00	.00	.00	46.29
	TOTAL	.662310	110.72	.00	203.36	.00	314.08	46.80	.00	.00	360.88
2000	M & O	.533960	175.88	.00	340.43	.00	516.31	91.23	.00	.00	607.54
	I & S	.108350	35.69	.00	69.07	.00	104.76	.00	.00	.00	104.76
	TOTAL	.642310	211.57	.00	409.50	.00	621.07	91.23	.00	.00	712.30
1999	M & O	.529360	319.64	.00	656.53	.00	976.17	141.34	.00	.00	1,117.51
	I & S	.112950	68.19	.00	140.08	.00	208.27	.00	.00	.00	208.27
	TOTAL	.642310	387.83	.00	796.61	.00	1,184.44	141.34	.00	.00	1,325.78
1998	M & O	.505610	194.03	.00	426.43	.00	620.46	113.90	.00	.00	734.36
	I & S	.124390	47.74	.00	104.90	.00	152.64	.00	.00	.00	152.64
	TOTAL	.630000	241.77	.00	531.33	.00	773.10	113.90	.00	.00	887.00
1997	M & O	.524810	174.27	.00	404.28	.00	578.55	99.21	.00	.00	677.76
	I & S	.075190	24.96	.00	57.93	.00	82.89	.00	.00	.00	82.89
	TOTAL	.600000	199.23	.00	462.21	.00	661.44	99.21	.00	.00	760.65
1996	M & O	.516090	148.20	.00	356.39	.00	504.59	86.17	.00	.00	590.76
	I & S	.083910	24.10	.00	57.94	.00	82.04	.00	.00	.00	82.04
	TOTAL	.600000	172.30	.00	414.33	.00	586.63	86.17	.00	.00	672.80
1995	M & O	.510030	98.83	.00	253.00	.00	351.83	62.08	.00	.00	413.91
	I & S	.089970	17.43	.00	44.63	.00	62.06	.00	.00	.00	62.06
	TOTAL	.600000	116.26	.00	297.63	.00	413.89	62.08	.00	.00	475.97
1994	M & O	.471740	91.40	.00	244.96	.00	336.36	60.96	.00	.00	397.32
	I & S	.098260	19.04	.00	51.02	.00	70.06	.00	.00	.00	70.06
	TOTAL	.570000	110.44	.00	295.98	.00	406.42	60.96	.00	.00	467.38
ALL	M & O		179,835.11	.00	32,312.31	3,886.31-	208,261.11	9,580.59	.00	.00	221,728.01
ALL	I & S		22,271.92	.00	4,227.78	479.94-	26,019.76	.00	.00	.00	26,499.70
ALL	TOTAL		202,107.03	.00	36,540.09	4,366.25-	234,280.87	9,580.59	.00	.00	248,227.71

06/01/2016 19:05:36 2167829
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2016 THRU 05/31/2016
 JURISDICTION: 0033 CITY OF PHARR

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		38,579.99	.00	17,455.26	29.92-	56,005.33	8,840.08	.00	.00	64,875.33
DLQ	I & S		4,824.28	.00	2,392.69	3.60-	7,213.37	.00	.00	.00	7,216.97
DLQ	TOTAL		43,404.27	.00	19,847.95	33.52-	63,218.70	8,840.08	.00	.00	72,092.30
CURR	M & O		141,255.12	.00	14,857.05	3,856.39-	152,255.78	740.51	.00	.00	156,852.68
CURR	I & S		17,447.64	.00	1,835.09	476.34-	18,806.39	.00	.00	.00	19,282.73
CURR	TOTAL		158,702.76	.00	16,692.14	4,332.73-	171,062.17	740.51	.00	.00	176,135.41

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.582100	141,255.12	.00	14,857.05	3,856.39-	152,255.78	740.51	.00	.00	156,852.68
	I & S	.071900	17,447.64	.00	1,835.09	476.34-	18,806.39	.00	.00	.00	19,282.73
	TOTAL	.654000	158,702.76	.00	16,692.14	4,332.73-	171,062.17	740.51	.00	.00	176,135.41
2014	M & O	.608100	20,082.95	.00	5,200.90	20.36-	25,263.49	4,014.34	.00	.00	29,298.19
	I & S	.071900	2,374.60	.00	614.90	2.41-	2,987.09	.00	.00	.00	2,989.50
	TOTAL	.680000	22,457.55	.00	5,815.80	22.77-	28,250.58	4,014.34	.00	.00	32,287.69
2013	M & O	.605000	7,865.82	.00	3,074.69	9.56-	10,930.95	1,735.18	.00	.00	12,675.69
	I & S	.075000	975.11	.00	381.21	1.19-	1,355.13	.00	.00	.00	1,356.32
	TOTAL	.680000	8,840.93	.00	3,455.90	10.75-	12,286.08	1,735.18	.00	.00	14,032.01
2012	M & O	.602600	4,162.49	.00	2,057.86	.00	6,220.35	962.80	.00	.00	7,183.15
	I & S	.077400	534.62	.00	264.33	.00	798.95	.00	.00	.00	798.95
	TOTAL	.680000	4,697.11	.00	2,322.19	.00	7,019.30	962.80	.00	.00	7,982.10
2011	M & O	.602100	1,949.04	.00	1,149.20	.00	3,098.24	450.04	.00	.00	3,548.28
	I & S	.077900	252.17	.00	148.70	.00	400.87	.00	.00	.00	400.87
	TOTAL	.680000	2,201.21	.00	1,297.90	.00	3,499.11	450.04	.00	.00	3,949.15
2010	M & O	.601800	1,488.61	.00	1,236.28	.00	2,724.89	425.07	.00	.00	3,149.96
	I & S	.078200	193.44	.00	160.63	.00	354.07	.00	.00	.00	354.07
	TOTAL	.680000	1,682.05	.00	1,396.91	.00	3,078.96	425.07	.00	.00	3,504.03
2009	M & O	.601800	592.32	.00	459.69	.00	1,052.01	137.44	.00	.00	1,189.45
	I & S	.078200	76.96	.00	59.74	.00	136.70	.00	.00	.00	136.70
	TOTAL	.680000	669.28	.00	519.43	.00	1,188.71	137.44	.00	.00	1,326.15
2008	M & O	.602940	441.58	.00	409.62	.00	851.20	127.34	.00	.00	978.54
	I & S	.078910	57.79	.00	53.61	.00	111.40	.00	.00	.00	111.40
	TOTAL	.681850	499.37	.00	463.23	.00	962.60	127.34	.00	.00	1,089.94
2007	M & O	.596130	107.48	.00	120.11	.00	227.59	39.11	.00	.00	266.70
	I & S	.086990	15.69	.00	17.52	.00	33.21	.00	.00	.00	33.21
	TOTAL	.683120	123.17	.00	137.63	.00	260.80	39.11	.00	.00	299.91
2006	M & O	.593130	43.64	.00	54.07	.00	97.71	16.89	.00	.00	114.60
	I & S	.089990	6.62	.00	8.20	.00	14.82	.00	.00	.00	14.82
	TOTAL	.683120	50.26	.00	62.27	.00	112.53	16.89	.00	.00	129.42
2005	M & O	.593130	165.38	.00	224.87	.00	390.25	67.41	.00	.00	457.66
	I & S	.089990	25.08	.00	34.12	.00	59.20	.00	.00	.00	59.20
	TOTAL	.683120	190.46	.00	258.99	.00	449.45	67.41	.00	.00	516.86
2004	M & O	.601650	99.39	.00	144.68	.00	244.07	40.74	.00	.00	284.81
	I & S	.081470	13.47	.00	19.60	.00	33.07	.00	.00	.00	33.07
	TOTAL	.683120	112.86	.00	164.28	.00	277.14	40.74	.00	.00	317.88

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	123.17	.00	194.08	.00	317.25	48.88	.00	.00	366.13
	I & S	.086900	17.96	.00	28.30	.00	46.26	.00	.00	.00	46.26
	TOTAL	.683120	141.13	.00	222.38	.00	363.51	48.88	.00	.00	412.39
2002	M & O	.590210	161.47	.00	273.80	.00	435.27	73.15	.00	.00	508.42
	I & S	.099790	27.30	.00	46.29	.00	73.59	.00	.00	.00	73.59
	TOTAL	.690000	188.77	.00	320.09	.00	508.86	73.15	.00	.00	582.01
2001	M & O	.564720	94.40	.00	173.39	.00	267.79	46.80	.00	.00	314.59
	I & S	.097590	16.32	.00	29.97	.00	46.29	.00	.00	.00	46.29
	TOTAL	.662310	110.72	.00	203.36	.00	314.08	46.80	.00	.00	360.88
2000	M & O	.533960	175.88	.00	340.43	.00	516.31	91.23	.00	.00	607.54
	I & S	.108350	35.69	.00	69.07	.00	104.76	.00	.00	.00	104.76
	TOTAL	.642310	211.57	.00	409.50	.00	621.07	91.23	.00	.00	712.30
1999	M & O	.529360	319.64	.00	656.53	.00	976.17	141.34	.00	.00	1,117.51
	I & S	.112950	68.19	.00	140.08	.00	208.27	.00	.00	.00	208.27
	TOTAL	.642310	387.83	.00	796.61	.00	1,184.44	141.34	.00	.00	1,325.78
1998	M & O	.505610	194.03	.00	426.43	.00	620.46	113.90	.00	.00	734.36
	I & S	.124390	47.74	.00	104.90	.00	152.64	.00	.00	.00	152.64
	TOTAL	.630000	241.77	.00	531.33	.00	773.10	113.90	.00	.00	887.00
1997	M & O	.524810	174.27	.00	404.28	.00	578.55	99.21	.00	.00	677.76
	I & S	.075190	24.96	.00	57.93	.00	82.89	.00	.00	.00	82.89
	TOTAL	.600000	199.23	.00	462.21	.00	661.44	99.21	.00	.00	760.65
1996	M & O	.516090	148.20	.00	356.39	.00	504.59	86.17	.00	.00	590.76
	I & S	.083910	24.10	.00	57.94	.00	82.04	.00	.00	.00	82.04
	TOTAL	.600000	172.30	.00	414.33	.00	586.63	86.17	.00	.00	672.80
1995	M & O	.510030	98.83	.00	253.00	.00	351.83	62.08	.00	.00	413.91
	I & S	.089970	17.43	.00	44.63	.00	62.06	.00	.00	.00	62.06
	TOTAL	.600000	116.26	.00	297.63	.00	413.89	62.08	.00	.00	475.97
1994	M & O	.471740	91.40	.00	244.96	.00	336.36	60.96	.00	.00	397.32
	I & S	.098260	19.04	.00	51.02	.00	70.06	.00	.00	.00	70.06
	TOTAL	.570000	110.44	.00	295.98	.00	406.42	60.96	.00	.00	467.38
ALL	M & O		179,835.11	.00	32,312.31	3,886.31-	208,261.11	9,580.59	.00	.00	221,728.01
ALL	I & S		22,271.92	.00	4,227.78	479.94-	26,019.76	.00	.00	.00	26,499.70
ALL	TOTAL		202,107.03	.00	36,540.09	4,366.25-	234,280.87	9,580.59	.00	.00	248,227.71

06/01/2016 21:05:12 2167838
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2016 THRU 05/31/2016
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 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		38,579.99	.00	17,455.26	29.92-	56,005.33	8,840.08	.00	.00	64,875.33
DLQ	I & S		4,824.28	.00	2,392.69	3.60-	7,213.37	.00	.00	.00	7,216.97
DLQ	TOTAL		43,404.27	.00	19,847.95	33.52-	63,218.70	8,840.08	.00	.00	72,092.30
CURR	M & O		141,255.12	.00	14,857.05	3,856.39-	152,255.78	740.51	.00	.00	156,852.68
CURR	I & S		17,447.64	.00	1,835.09	476.34-	18,806.39	.00	.00	.00	19,282.73
CURR	TOTAL		158,702.76	.00	16,692.14	4,332.73-	171,062.17	740.51	.00	.00	176,135.41

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 05/01/2016 TO 05/31/2016

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	3,147,018	2,574,463,839	00.654000	16,700,659.66	24,942

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	.00	19,062.36	158,702.76	15,548,422.99	1,152,236.67	93.10	149.67-
2014	740,133.97	.00	18,265.69-	22,457.55	268,608.62	453,259.66	37.21	979.01-
2013	341,309.10	32.64-	4,493.13-	8,840.93	76,853.39	259,962.58	22.82	1,059.27-
2012	241,776.27	32.64-	2,234.48-	4,697.11	37,647.39	201,894.40	15.72	1,238.84-
2011	183,470.27	32.64-	1,525.84-	2,201.21	23,137.95	158,806.48	12.72	1,210.95-
2010	141,374.42	386.98-	1,338.19-	1,682.05	13,244.55	126,791.68	9.46	1,017.52-
2009	122,800.87	32.64-	717.89-	669.28	8,442.43	113,640.55	6.92	717.89-
2008	97,147.35	32.73-	717.10-	499.37	7,118.06	89,312.19	7.38	717.10-
2007	80,050.87	170.47-	738.74-	123.17	4,321.27	74,990.86	5.45	738.74-
2006	74,398.44	71.34-	460.72-	50.26	3,836.31	70,101.41	5.19	460.72-
2005	67,079.71	44.72-	438.52-	190.46	3,871.11	62,770.08	5.81	438.52-
2004	65,366.61	.00	400.18-	112.86	2,792.70	62,173.73	4.30	400.18-
2003	50,964.71	.00	228.46-	141.13	2,654.43	48,081.82	5.23	228.46-
2002	43,061.92	.00	157.46-	188.77	2,155.14	40,749.32	5.02	157.46-
2001	33,091.78	.00	151.14-	110.72	1,642.31	31,298.33	4.99	151.14-
2000	29,691.42	.00	146.58-	211.57	1,202.32	28,342.52	4.07	146.58-
1999	23,517.16	.00	146.58-	387.83	1,223.70	22,146.88	5.24	146.58-
1998	18,627.22	.00	143.77-	241.77	1,160.22	17,323.23	6.28	143.77-
1997	17,484.48	.00	135.57-	199.23	915.10	16,433.81	5.27	135.57-
1996	15,713.97	.00	90.26-	172.30	948.72	14,674.99	6.07	90.26-
1995	12,526.40	.00	53.08-	116.26	1,087.48	11,385.84	8.72	53.08-
1994	42,850.78	.00	164.37-	110.44	1,911.70	40,774.71	4.48	164.37-
****	19,124,035.02	836.80-	13,685.39-	202,107.03	16,013,197.89	3,097,151.74		10,545.68-

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 05/01/2016 TO 05/31/2016

AG ROLLBACK ONLY

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

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

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	0.00	.00	1,865.03	0.00	1,865.03	0.00		0.00
2013	0.00	.00	11,168.43	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 05/01/2016 TO 05/31/2016

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	3,147,018	2,574,463,839	00.654000	16,700,659.66	24,942

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	.00	19,062.36	158,702.76	15,548,422.99	1,152,236.67	93.10	149.67-
2014	740,133.97	.00	16,400.66-	22,457.55	270,473.65	453,259.66	37.37	979.01-
2013	341,309.10	32.64-	6,675.30	8,840.93	88,014.84	259,969.56	25.29	1,059.27-
2012	241,776.27	32.64-	9,623.06	4,697.11	49,504.93	201,894.40	19.69	1,238.84-
2011	183,470.27	32.64-	11,023.67	2,201.21	35,687.46	158,806.48	18.35	1,210.95-
2010	141,374.42	386.98-	11,898.69	1,682.05	26,481.43	126,791.68	17.28	1,017.52-
2009	122,800.87	32.64-	717.89-	669.28	8,442.43	113,640.55	6.92	717.89-
2008	97,147.35	32.73-	717.10-	499.37	7,118.06	89,312.19	7.38	717.10-
2007	80,050.87	170.47-	738.74-	123.17	4,321.27	74,990.86	5.45	738.74-
2006	74,398.44	71.34-	460.72-	50.26	3,836.31	70,101.41	5.19	460.72-
2005	67,079.71	44.72-	438.52-	190.46	3,871.11	62,770.08	5.81	438.52-
2004	65,366.61	.00	400.18-	112.86	2,792.70	62,173.73	4.30	400.18-
2003	50,964.71	.00	228.46-	141.13	2,654.43	48,081.82	5.23	228.46-
2002	43,061.92	.00	157.46-	188.77	2,155.14	40,749.32	5.02	157.46-
2001	33,091.78	.00	151.14-	110.72	1,642.31	31,298.33	4.99	151.14-
2000	29,691.42	.00	146.58-	211.57	1,202.32	28,342.52	4.07	146.58-
1999	23,517.16	.00	146.58-	387.83	1,223.70	22,146.88	5.24	146.58-
1998	18,627.22	.00	143.77-	241.77	1,160.22	17,323.23	6.28	143.77-
1997	17,484.48	.00	135.57-	199.23	915.10	16,433.81	5.27	135.57-
1996	15,713.97	.00	90.26-	172.30	948.72	14,674.99	6.07	90.26-
1995	12,526.40	.00	53.08-	116.26	1,087.48	11,385.84	8.72	53.08-
1994	42,850.78	.00	164.37-	110.44	1,911.70	40,774.71	4.48	164.37-
****	19,124,035.02	836.80-	36,992.00	202,107.03	16,063,868.30	3,097,158.72		10,545.68-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2016 TO 05/31/2016

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	2,571,316,821	3,147,018	2,574,463,839	0.654000	16,700,659.66	24,942
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2015	16,681,597.30	.00	19,062.36	158,702.76	15,548,422.99	1,152,236.67	93.10	149.67-
	ADJUSTMENT REFUNDS	.00	18,644.66-					
2014	740,133.97	.00	18,265.69-	22,457.55	268,608.62	453,259.66	37.21	979.01-
	ADJUSTMENT REFUNDS	.00	12,185.40-					
2013	341,309.10	32.64-	4,493.13-	8,840.93	76,853.39	259,962.58	22.82	1,059.27-
	ADJUSTMENT REFUNDS	.00	2,947.79-					
2012	241,776.27	32.64-	2,234.48-	4,697.11	37,647.39	201,894.40	15.72	1,238.84-
	ADJUSTMENT REFUNDS	.00	223.05-					
2011	183,470.27	32.64-	1,525.84-	2,201.21	23,137.95	158,806.48	12.72	1,210.95-
	ADJUSTMENT REFUNDS	.00	155.25-					
2010	141,374.42	386.98-	1,338.19-	1,682.05	13,244.55	126,791.68	9.46	1,017.52-
	ADJUSTMENT REFUNDS	307.56-	320.67-					
2009	122,800.87	32.64-	717.89-	669.28	8,442.43	113,640.55	6.92	717.89-
2008	97,147.35	32.73-	717.10-	499.37	7,118.06	89,312.19	7.38	717.10-
2007	80,050.87	170.47-	738.74-	123.17	4,321.27	74,990.86	5.45	738.74-
2006	74,398.44	71.34-	460.72-	50.26	3,836.31	70,101.41	5.19	460.72-
2005	67,079.71	44.72-	438.52-	190.46	3,871.11	62,770.08	5.81	438.52-
2004	65,366.61	.00	400.18-	112.86	2,792.70	62,173.73	4.30	400.18-
2003	50,964.71	.00	228.46-	141.13	2,654.43	48,081.82	5.23	228.46-
2002	43,061.92	.00	157.46-	188.77	2,155.14	40,749.32	5.02	157.46-
2001	33,091.78	.00	151.14-	110.72	1,642.31	31,298.33	4.99	151.14-
2000	29,691.42	.00	146.58-	211.57	1,202.32	28,342.52	4.07	146.58-
1999	23,517.16	.00	146.58-	387.83	1,223.70	22,146.88	5.24	146.58-
1998	18,627.22	.00	143.77-	241.77	1,160.22	17,323.23	6.28	143.77-
1997	17,484.48	.00	135.57-	199.23	915.10	16,433.81	5.27	135.57-
1996	15,713.97	.00	90.26-	172.30	948.72	14,674.99	6.07	90.26-
1995	12,526.40	.00	53.08-	116.26	1,087.48	11,385.84	8.72	53.08-
1994	42,850.78	.00	164.37-	110.44	1,911.70	40,774.71	4.48	164.37-
****	19,124,035.02	836.80-	13,685.39-	202,107.03	16,013,197.89	3,097,151.74		10,545.68-
	ADJUSTMENT REFUNDS	307.56-	34,476.82-					

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 05/01/2016 TO 05/31/2016

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

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	.00	12,185.40-					
2013	0.00	.00	11,168.43	0.00	11,161.45	6.98	99.94	0.00
	ADJUSTMENT REFUNDS	.00	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	307.56-	320.67-					
****	0.00	.00	50,677.39	0.00	50,670.41	6.98		0.00
	ADJUSTMENT REFUNDS	307.56-	15,832.16-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2016 TO 05/31/2016

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,571,316,821	3,147,018	2,574,463,839	0.654000	16,700,659.66	24,942

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	16,681,597.30	.00	19,062.36	158,702.76	15,548,422.99	1,152,236.67	93.10	149.67-
	ADJUSTMENT REFUNDS	.00	18,644.66-					
2014	740,133.97	.00	16,400.66-	22,457.55	270,473.65	453,259.66	37.37	979.01-
	ADJUSTMENT REFUNDS	.00	12,185.40-					
2013	341,309.10	32.64-	6,675.30	8,840.93	88,014.84	259,969.56	25.29	1,059.27-
	ADJUSTMENT REFUNDS	.00	2,947.79-					
2012	241,776.27	32.64-	9,623.06	4,697.11	49,504.93	201,894.40	19.69	1,238.84-
	ADJUSTMENT REFUNDS	.00	223.05-					
2011	183,470.27	32.64-	11,023.67	2,201.21	35,687.46	158,806.48	18.35	1,210.95-
	ADJUSTMENT REFUNDS	.00	155.25-					
2010	141,374.42	386.98-	11,898.69	1,682.05	26,481.43	126,791.68	17.28	1,017.52-
	ADJUSTMENT REFUNDS	307.56-	320.67-					
2009	122,800.87	32.64-	717.89-	669.28	8,442.43	113,640.55	6.92	717.89-
2008	97,147.35	32.73-	717.10-	499.37	7,118.06	89,312.19	7.38	717.10-
2007	80,050.87	170.47-	738.74-	123.17	4,321.27	74,990.86	5.45	738.74-
2006	74,398.44	71.34-	460.72-	50.26	3,836.31	70,101.41	5.19	460.72-
2005	67,079.71	44.72-	438.52-	190.46	3,871.11	62,770.08	5.81	438.52-
2004	65,366.61	.00	400.18-	112.86	2,792.70	62,173.73	4.30	400.18-
2003	50,964.71	.00	228.46-	141.13	2,654.43	48,081.82	5.23	228.46-
2002	43,061.92	.00	157.46-	188.77	2,155.14	40,749.32	5.02	157.46-
2001	33,091.78	.00	151.14-	110.72	1,642.31	31,298.33	4.99	151.14-
2000	29,691.42	.00	146.58-	211.57	1,202.32	28,342.52	4.07	146.58-
1999	23,517.16	.00	146.58-	387.83	1,223.70	22,146.88	5.24	146.58-
1998	18,627.22	.00	143.77-	241.77	1,160.22	17,323.23	6.28	143.77-
1997	17,484.48	.00	135.57-	199.23	915.10	16,433.81	5.27	135.57-
1996	15,713.97	.00	90.26-	172.30	948.72	14,674.99	6.07	90.26-
1995	12,526.40	.00	53.08-	116.26	1,087.48	11,385.84	8.72	53.08-
1994	42,850.78	.00	164.37-	110.44	1,911.70	40,774.71	4.48	164.37-
****	19,124,035.02	836.80-	36,992.00	202,107.03	16,063,868.30	3,097,158.72		10,545.68-
	ADJUSTMENT REFUNDS	307.56-	34,476.82-					

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	13,839,046.08	.00	128,790.19	359,796.52-	13,608,039.75	3,829.23	.00	.00	13,971,665.50
	I & S	.071900	1,709,376.91	.00	15,907.85	44,441.42-	1,680,843.34	.00	.00	.00	1,725,284.76
	TOTAL	.654000	15,548,422.99	.00	144,698.04	404,237.94-	15,288,883.09	3,829.23	.00	.00	15,696,950.26
2014	M & O	.608100	240,207.26	.00	58,094.87	10,688.38-	287,613.75	48,256.60	.00	.00	346,558.73
	I & S	.071900	28,401.36	.00	6,869.04	1,263.78-	34,006.62	.00	.00	.00	35,270.40
	TOTAL	.680000	268,608.62	.00	64,963.91	11,952.16-	321,620.37	48,256.60	.00	.00	381,829.13
2013	M & O	.605000	68,376.91	.00	22,477.39	746.09-	90,108.21	14,201.24	.00	.00	105,055.54
	I & S	.075000	8,476.48	.00	2,786.48	92.49-	11,170.47	.00	.00	.00	11,262.96
	TOTAL	.680000	76,853.39	.00	25,263.87	838.58-	101,278.68	14,201.24	.00	.00	116,318.50
2012	M & O	.602600	33,362.23	.00	15,658.67	.00	49,020.90	7,673.18	.00	.00	56,694.08
	I & S	.077400	4,285.16	.00	2,011.20	.00	6,296.36	.00	.00	.00	6,296.36
	TOTAL	.680000	37,647.39	.00	17,669.87	.00	55,317.26	7,673.18	.00	.00	62,990.44
2011	M & O	.602100	20,487.22	.00	11,716.98	.00	32,204.20	4,941.41	.00	.00	37,145.61
	I & S	.077900	2,650.73	.00	1,515.87	.00	4,166.60	.00	.00	.00	4,166.60
	TOTAL	.680000	23,137.95	.00	13,232.85	.00	36,370.80	4,941.41	.00	.00	41,312.21
2010	M & O	.601800	11,721.41	.00	8,212.26	.00	19,933.67	3,035.50	.00	.00	22,969.17
	I & S	.078200	1,523.14	.00	1,067.10	.00	2,590.24	.00	.00	.00	2,590.24
	TOTAL	.680000	13,244.55	.00	9,279.36	.00	22,523.91	3,035.50	.00	.00	25,559.41
2009	M & O	.601800	7,471.52	.00	5,877.70	.00	13,349.22	2,013.01	.00	.00	15,362.23
	I & S	.078200	970.91	.00	763.78	.00	1,734.69	.00	.00	.00	1,734.69
	TOTAL	.680000	8,442.43	.00	6,641.48	.00	15,083.91	2,013.01	.00	.00	17,096.92
2008	M & O	.602940	6,294.28	.00	5,580.75	.00	11,875.03	1,597.12	.00	.00	13,472.15
	I & S	.078910	823.78	.00	730.37	.00	1,554.15	.00	.00	.00	1,554.15
	TOTAL	.681850	7,118.06	.00	6,311.12	.00	13,429.18	1,597.12	.00	.00	15,026.30
2007	M & O	.596130	3,771.02	.00	3,722.03	.00	7,493.05	1,074.25	.00	.00	8,567.30
	I & S	.086990	550.25	.00	543.16	.00	1,093.41	.00	.00	.00	1,093.41
	TOTAL	.683120	4,321.27	.00	4,265.19	.00	8,586.46	1,074.25	.00	.00	9,660.71
2006	M & O	.593130	3,330.93	.00	3,721.32	.00	7,052.25	1,053.31	.00	.00	8,105.56
	I & S	.089990	505.38	.00	564.60	.00	1,069.98	.00	.00	.00	1,069.98
	TOTAL	.683120	3,836.31	.00	4,285.92	.00	8,122.23	1,053.31	.00	.00	9,175.54
2005	M & O	.593130	3,361.16	.00	4,039.28	.00	7,400.44	1,041.07	.00	.00	8,441.51
	I & S	.089990	509.95	.00	612.88	.00	1,122.83	.00	.00	.00	1,122.83
	TOTAL	.683120	3,871.11	.00	4,652.16	.00	8,523.27	1,041.07	.00	.00	9,564.34
2004	M & O	.601650	2,459.63	.00	3,214.34	.00	5,673.97	754.20	.00	.00	6,428.17
	I & S	.081470	333.07	.00	435.27	.00	768.34	.00	.00	.00	768.34
	TOTAL	.683120	2,792.70	.00	3,649.61	.00	6,442.31	754.20	.00	.00	7,196.51

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	2,316.74	.00	3,281.50	.00	5,598.24	681.92	.00	.00	6,280.16
	I & S	.086900	337.69	.00	478.31	.00	816.00	.00	.00	.00	816.00
	TOTAL	.683120	2,654.43	.00	3,759.81	.00	6,414.24	681.92	.00	.00	7,096.16
2002	M & O	.590210	1,843.46	.00	2,690.10	.00	4,533.56	465.75	.00	.00	4,999.31
	I & S	.099790	311.68	.00	454.83	.00	766.51	.00	.00	.00	766.51
	TOTAL	.690000	2,155.14	.00	3,144.93	.00	5,300.07	465.75	.00	.00	5,765.82
2001	M & O	.564720	1,400.33	.00	2,249.65	.00	3,649.98	430.59	.00	.00	4,080.57
	I & S	.097590	241.98	.00	388.76	.00	630.74	.00	.00	.00	630.74
	TOTAL	.662310	1,642.31	.00	2,638.41	.00	4,280.72	430.59	.00	.00	4,711.31
2000	M & O	.533960	999.46	.00	1,755.67	.00	2,755.13	334.59	.00	.00	3,089.72
	I & S	.108350	202.86	.00	356.23	.00	559.09	.00	.00	.00	559.09
	TOTAL	.642310	1,202.32	.00	2,111.90	.00	3,314.22	334.59	.00	.00	3,648.81
1999	M & O	.529360	1,008.52	.00	1,881.94	.00	2,890.46	278.83	.00	.00	3,169.29
	I & S	.112950	215.18	.00	401.56	.00	616.74	.00	.00	.00	616.74
	TOTAL	.642310	1,223.70	.00	2,283.50	.00	3,507.20	278.83	.00	.00	3,786.03
1998	M & O	.505610	931.14	.00	1,813.36	.00	2,744.50	267.51	.00	.00	3,012.01
	I & S	.124390	229.08	.00	446.11	.00	675.19	.00	.00	.00	675.19
	TOTAL	.630000	1,160.22	.00	2,259.47	.00	3,419.69	267.51	.00	.00	3,687.20
1997	M & O	.524810	800.42	.00	1,680.83	.00	2,481.25	210.88	.00	.00	2,692.13
	I & S	.075190	114.68	.00	240.82	.00	355.50	.00	.00	.00	355.50
	TOTAL	.600000	915.10	.00	1,921.65	.00	2,836.75	210.88	.00	.00	3,047.63
1996	M & O	.516090	816.05	.00	1,801.00	.00	2,617.05	209.94	.00	.00	2,826.99
	I & S	.083910	132.67	.00	292.81	.00	425.48	.00	.00	.00	425.48
	TOTAL	.600000	948.72	.00	2,093.81	.00	3,042.53	209.94	.00	.00	3,252.47
1995	M & O	.510030	924.41	.00	2,161.61	.00	3,086.02	294.15	.00	.00	3,380.17
	I & S	.089970	163.07	.00	381.32	.00	544.39	.00	.00	.00	544.39
	TOTAL	.600000	1,087.48	.00	2,542.93	.00	3,630.41	294.15	.00	.00	3,924.56
1994	M & O	.471740	480.24	.00	1,247.78	.00	1,728.02	115.21	.00	.00	1,843.23
	I & S	.098260	100.05	.00	259.91	.00	359.96	.00	.00	.00	359.96
	TOTAL	.570000	580.29	.00	1,507.69	.00	2,087.98	115.21	.00	.00	2,203.19
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		14,252,510.40	.00	294,981.23	371,230.99-	14,176,260.64	93,083.45	.00	.00	14,640,575.08
ALL	I & S		1,760,687.49	.00	38,199.97	45,797.69-	1,753,089.77	.00	.00	.00	1,798,887.46
ALL	TOTAL		16,013,197.89	.00	333,181.20	417,028.68-	15,929,350.41	93,083.45	.00	.00	16,439,462.54
DLQ	M & O		413,464.32	.00	166,191.04	11,434.47-	568,220.89	89,254.22	.00	.00	668,909.58
DLQ	I & S		51,310.58	.00	22,292.12	1,356.27-	72,246.43	.00	.00	.00	73,602.70
DLQ	TOTAL		464,774.90	.00	188,483.16	12,790.74-	640,467.32	89,254.22	.00	.00	742,512.28
CURR	M & O		13,839,046.08	.00	128,790.19	359,796.52-	13,608,039.75	3,829.23	.00	.00	13,971,665.50
CURR	I & S		1,709,376.91	.00	15,907.85	44,441.42-	1,680,843.34	.00	.00	.00	1,725,284.76
CURR	TOTAL		15,548,422.99	.00	144,698.04	404,237.94-	15,288,883.09	3,829.23	.00	.00	15,696,950.26

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	13,839,046.08	.00	128,790.19	359,796.52-	13,608,039.75	3,829.23	.00	.00	13,971,665.50
	I & S	.071900	1,709,376.91	.00	15,907.85	44,441.42-	1,680,843.34	.00	.00	.00	1,725,284.76
	TOTAL	.654000	15,548,422.99	.00	144,698.04	404,237.94-	15,288,883.09	3,829.23	.00	.00	15,696,950.26
2014	M & O	.608100	241,875.09	.00	58,094.87	10,688.38-	289,281.58	48,256.60	.00	.00	348,226.56
	I & S	.071900	28,598.56	.00	6,869.04	1,263.78-	34,203.82	.00	.00	.00	35,467.60
	TOTAL	.680000	270,473.65	.00	64,963.91	11,952.16-	323,485.40	48,256.60	.00	.00	383,694.16
2013	M & O	.605000	78,307.32	.00	22,477.39	746.09-	100,038.62	14,201.24	.00	.00	114,985.95
	I & S	.075000	9,707.52	.00	2,786.48	92.49-	12,401.51	.00	.00	.00	12,494.00
	TOTAL	.680000	88,014.84	.00	25,263.87	838.58-	112,440.13	14,201.24	.00	.00	127,479.95
2012	M & O	.602600	43,870.10	.00	15,658.67	.00	59,528.77	7,673.18	.00	.00	67,201.95
	I & S	.077400	5,634.83	.00	2,011.20	.00	7,646.03	.00	.00	.00	7,646.03
	TOTAL	.680000	49,504.93	.00	17,669.87	.00	67,174.80	7,673.18	.00	.00	74,847.98
2011	M & O	.602100	31,599.07	.00	11,716.98	.00	43,316.05	4,941.41	.00	.00	48,257.46
	I & S	.077900	4,088.39	.00	1,515.87	.00	5,604.26	.00	.00	.00	5,604.26
	TOTAL	.680000	35,687.46	.00	13,232.85	.00	48,920.31	4,941.41	.00	.00	53,861.72
2010	M & O	.601800	23,436.05	.00	8,212.26	.00	31,648.31	3,035.50	.00	.00	34,683.81
	I & S	.078200	3,045.38	.00	1,067.10	.00	4,112.48	.00	.00	.00	4,112.48
	TOTAL	.680000	26,481.43	.00	9,279.36	.00	35,760.79	3,035.50	.00	.00	38,796.29
2009	M & O	.601800	7,471.52	.00	5,877.70	.00	13,349.22	2,013.01	.00	.00	15,362.23
	I & S	.078200	970.91	.00	763.78	.00	1,734.69	.00	.00	.00	1,734.69
	TOTAL	.680000	8,442.43	.00	6,641.48	.00	15,083.91	2,013.01	.00	.00	17,096.92
2008	M & O	.602940	6,294.28	.00	5,580.75	.00	11,875.03	1,597.12	.00	.00	13,472.15
	I & S	.078910	823.78	.00	730.37	.00	1,554.15	.00	.00	.00	1,554.15
	TOTAL	.681850	7,118.06	.00	6,311.12	.00	13,429.18	1,597.12	.00	.00	15,026.30
2007	M & O	.596130	3,771.02	.00	3,722.03	.00	7,493.05	1,074.25	.00	.00	8,567.30
	I & S	.086990	550.25	.00	543.16	.00	1,093.41	.00	.00	.00	1,093.41
	TOTAL	.683120	4,321.27	.00	4,265.19	.00	8,586.46	1,074.25	.00	.00	9,660.71
2006	M & O	.593130	3,330.93	.00	3,721.32	.00	7,052.25	1,053.31	.00	.00	8,105.56
	I & S	.089990	505.38	.00	564.60	.00	1,069.98	.00	.00	.00	1,069.98
	TOTAL	.683120	3,836.31	.00	4,285.92	.00	8,122.23	1,053.31	.00	.00	9,175.54
2005	M & O	.593130	3,361.16	.00	4,039.28	.00	7,400.44	1,041.07	.00	.00	8,441.51
	I & S	.089990	509.95	.00	612.88	.00	1,122.83	.00	.00	.00	1,122.83
	TOTAL	.683120	3,871.11	.00	4,652.16	.00	8,523.27	1,041.07	.00	.00	9,564.34
2004	M & O	.601650	2,459.63	.00	3,214.34	.00	5,673.97	754.20	.00	.00	6,428.17
	I & S	.081470	333.07	.00	435.27	.00	768.34	.00	.00	.00	768.34
	TOTAL	.683120	2,792.70	.00	3,649.61	.00	6,442.31	754.20	.00	.00	7,196.51

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	2,316.74	.00	3,281.50	.00	5,598.24	681.92	.00	.00	6,280.16
	I & S	.086900	337.69	.00	478.31	.00	816.00	.00	.00	.00	816.00
	TOTAL	.683120	2,654.43	.00	3,759.81	.00	6,414.24	681.92	.00	.00	7,096.16
2002	M & O	.590210	1,843.46	.00	2,690.10	.00	4,533.56	465.75	.00	.00	4,999.31
	I & S	.099790	311.68	.00	454.83	.00	766.51	.00	.00	.00	766.51
	TOTAL	.690000	2,155.14	.00	3,144.93	.00	5,300.07	465.75	.00	.00	5,765.82
2001	M & O	.564720	1,400.33	.00	2,249.65	.00	3,649.98	430.59	.00	.00	4,080.57
	I & S	.097590	241.98	.00	388.76	.00	630.74	.00	.00	.00	630.74
	TOTAL	.662310	1,642.31	.00	2,638.41	.00	4,280.72	430.59	.00	.00	4,711.31
2000	M & O	.533960	999.46	.00	1,755.67	.00	2,755.13	334.59	.00	.00	3,089.72
	I & S	.108350	202.86	.00	356.23	.00	559.09	.00	.00	.00	559.09
	TOTAL	.642310	1,202.32	.00	2,111.90	.00	3,314.22	334.59	.00	.00	3,648.81
1999	M & O	.529360	1,008.52	.00	1,881.94	.00	2,890.46	278.83	.00	.00	3,169.29
	I & S	.112950	215.18	.00	401.56	.00	616.74	.00	.00	.00	616.74
	TOTAL	.642310	1,223.70	.00	2,283.50	.00	3,507.20	278.83	.00	.00	3,786.03
1998	M & O	.505610	931.14	.00	1,813.36	.00	2,744.50	267.51	.00	.00	3,012.01
	I & S	.124390	229.08	.00	446.11	.00	675.19	.00	.00	.00	675.19
	TOTAL	.630000	1,160.22	.00	2,259.47	.00	3,419.69	267.51	.00	.00	3,687.20
1997	M & O	.524810	800.42	.00	1,680.83	.00	2,481.25	210.88	.00	.00	2,692.13
	I & S	.075190	114.68	.00	240.82	.00	355.50	.00	.00	.00	355.50
	TOTAL	.600000	915.10	.00	1,921.65	.00	2,836.75	210.88	.00	.00	3,047.63
1996	M & O	.516090	816.05	.00	1,801.00	.00	2,617.05	209.94	.00	.00	2,826.99
	I & S	.083910	132.67	.00	292.81	.00	425.48	.00	.00	.00	425.48
	TOTAL	.600000	948.72	.00	2,093.81	.00	3,042.53	209.94	.00	.00	3,252.47
1995	M & O	.510030	924.41	.00	2,161.61	.00	3,086.02	294.15	.00	.00	3,380.17
	I & S	.089970	163.07	.00	381.32	.00	544.39	.00	.00	.00	544.39
	TOTAL	.600000	1,087.48	.00	2,542.93	.00	3,630.41	294.15	.00	.00	3,924.56
1994	M & O	.471740	480.24	.00	1,247.78	.00	1,728.02	115.21	.00	.00	1,843.23
	I & S	.098260	100.05	.00	259.91	.00	359.96	.00	.00	.00	359.96
	TOTAL	.570000	580.29	.00	1,507.69	.00	2,087.98	115.21	.00	.00	2,203.19
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		14,297,443.00	.00	294,981.23	371,230.99-	14,221,193.24	93,083.45	.00	.00	14,685,507.68
ALL	I & S		1,766,425.30	.00	38,199.97	45,797.69-	1,758,827.58	.00	.00	.00	1,804,625.27
ALL	TOTAL		16,063,868.30	.00	333,181.20	417,028.68-	15,980,020.82	93,083.45	.00	.00	16,490,132.95
DLQ	M & O		458,396.92	.00	166,191.04	11,434.47-	613,153.49	89,254.22	.00	.00	713,842.18
DLQ	I & S		57,048.39	.00	22,292.12	1,356.27-	77,984.24	.00	.00	.00	79,340.51
DLQ	TOTAL		515,445.31	.00	188,483.16	12,790.74-	691,137.73	89,254.22	.00	.00	793,182.69
CURR	M & O		13,839,046.08	.00	128,790.19	359,796.52-	13,608,039.75	3,829.23	.00	.00	13,971,665.50
CURR	I & S		1,709,376.91	.00	15,907.85	44,441.42-	1,680,843.34	.00	.00	.00	1,725,284.76
CURR	TOTAL		15,548,422.99	.00	144,698.04	404,237.94-	15,288,883.09	3,829.23	.00	.00	15,696,950.26

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 05/01/2016 THRU 05/31/2016
 JURISDICTION: ALL

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0033 CITY OF PHARR BY COUNTY 108			768.90	73.80	101.29	10.65	0.00	4.19	866.00
DELQ FOR 0033 CITY OF PHARR BY COUNTY 108			544.21	76.93	233.30	36.51	0.00	5.67	771.84
TOTAL FOR 0033 CITY OF PHARR BY COUNTY 108			1,313.11	150.73	334.59	47.16	0.00	9.86	1,637.84
CURR FOR 0034 CITY OF PENITAS BY COUNTY 108			13.67	1.24	1.78	0.16	0.00	0.07	15.38
DELQ FOR 0034 CITY OF PENITAS BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS BY COUNTY 108			13.67	1.24	1.78	0.16	0.00	0.07	15.38
CURR FOR 0035 CITY OF LA JOYA BY COUNTY 108			134.65	12.24	17.50	1.59	0.00	0.69	151.46
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			134.65	12.24	17.50	1.59	0.00	0.69	151.46
CURR FOR 0036 CITY OF PROGRESO BY COUNTY 108			250.54	181.79	100.12	72.62	0.00	12.72	337.94
DELQ FOR 0036 CITY OF PROGRESO BY COUNTY 108			250.54	181.79	100.12	72.62	0.00	12.72	337.94
TOTAL FOR 0036 CITY OF PROGRESO BY COUNTY 108			250.54	181.79	100.12	72.62	0.00	12.72	337.94
CURR FOR 0037 CITY OF SAN JUAN BY COUNTY 108			1,158.47	105.68	150.53	13.72	0.00	5.99	1,303.01
DELQ FOR 0037 CITY OF SAN JUAN BY COUNTY 108			195.66	65.47	61.00	18.43	0.00	4.20	252.46
TOTAL FOR 0037 CITY OF SAN JUAN BY COUNTY 108			1,354.13	171.15	211.53	32.15	0.00	10.19	1,555.47
CURR FOR 0039 CITY OF SULLIVAN BY COUNTY 108			11.46	3.18	7.33	2.03	0.00	0.26	18.53
DELQ FOR 0039 CITY OF SULLIVAN BY COUNTY 108			11.46	3.18	7.33	2.03	0.00	0.26	18.53
TOTAL FOR 0039 CITY OF SULLIVAN BY COUNTY 108			11.46	3.18	7.33	2.03	0.00	0.26	18.53
CURR FOR 0040 CITY OF WESLACO BY COUNTY 108			1,456.82	191.84	189.41	24.92	0.00	10.83	1,635.40
DELQ FOR 0040 CITY OF WESLACO BY COUNTY 108			492.40	9.48	193.08	34.68	0.00	2.22	683.26
TOTAL FOR 0040 CITY OF WESLACO BY COUNTY 108			1,949.22	201.32	382.49	59.60	0.00	13.05	2,318.66



MEMORANDUM

DATE: June 9, 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 June 2016 (April 2016 actual activity) has shown a **POSITIVE cash trend in the amount of \$1,062,211** from this point last year, or an increase of 9.11%. Please remember that this amount (\$1,062,211) includes a ONE TIME payment from AZIZ Stores for \$344,044 in October 2015, so the TRUE sales revenue growth so far is 6.16%. 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.

GAAP BASIS

This is the 7th month (Month of Actual Sales) of the fiscal year 2015/2016; to date we are up 5.62%, which equate to \$258,719 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 CC	<i>[Signature]</i>
JUN 09 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	1,429,149	4,752
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	\$ 12,723,094	\$ 1,062,211
AVERAGE PER MONTH								
	\$ 842,381	\$ 929,296	\$ 1,068,809	\$ 1,085,386	\$ 1,189,075	\$ 1,313,817	\$ 1,413,677	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
	\$ (732,161)	\$ 1,042,975	\$ 1,674,158	\$ 198,926	\$ 1,244,265	\$ 1,496,901	\$ 1,062,211	
INCREASE FROM PREVIOUS YEAR								
	-6.75%	10.32%	15.01%	1.55%	9.55%	10.49%	9.11%	
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	\$ (3,577,906)	
		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
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	1,071,862	3,564
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	\$ 9,542,320	\$ 796,658
AVERAGE PER MONTH								
	\$ 631,786	\$ 696,972	\$ 801,607	\$ 814,040	\$ 891,806	\$ 985,362	\$ 1,060,258	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
	\$ (549,121)	\$ 782,231	\$ 1,255,619	\$ 149,195	\$ 933,199	\$ 1,122,676	\$ 796,658	
INCREASE FROM PREVIOUS YEAR								
	-6.75%	10.32%	15.01%	1.55%	9.55%	10.49%	9.11%	
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	\$ (2,702,680)	
	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	1,429,149	4,752
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	\$ 12,379,050	\$ 718,167

AVERAGE PER MONTH

\$ 842,381 \$ 929,296 \$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,375,450

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (732,161) \$ 1,042,975 \$ 1,674,158 \$ 198,926 \$ 1,244,265 \$ 1,496,901 \$ 718,167

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.49% 6.16%

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 \$ (3,921,950)
 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	\$ 79,603
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.	630,931	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	1,071,862	3,564
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	\$ 9,284,287	\$ 538,625

AVERAGE PER MONTH

\$ 631,786 \$ 696,972 \$ 801,607 \$ 814,040 \$ 891,806 \$ 985,362 \$ 1,031,587

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (549,121) \$ 782,231 \$ 1,255,619 \$ 149,195 \$ 933,199 \$ 1,122,676 \$ 538,625

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.49% 6.16%

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 \$ (2,960,713)
 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	653,446.24	\$ 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	714,574.53	\$ 712,148.33	2,426.20	0.34%	258,719.12
May	-	\$ 657,480.00			
June	-	\$ 716,854.00			
July	-	\$ 678,124.33			
August	-	\$ 812,656.62			
September	-	\$ 683,805.65			
Totals	\$ 4,865,084.67	\$ 8,155,286.15	\$ 258,719.12	5.62%	\$ 886,925.07

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	357,287.26	\$ 356,074.17	1,213.10	0.34%	129,359.56
May	-	\$ 328,740.00			
June	-	\$ 358,427.00			
July	-	\$ 339,062.17			
August	-	\$ 406,328.31			
September	-	\$ 341,902.83			
Totals	\$ 2,432,542.34	\$ 4,077,643.08	\$ 129,359.56	5.62%	

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	357,287.26	\$ 356,074.17	1,213.10	0.34%	129,359.56
May	-	\$ 328,740.00			
June	-	\$ 358,427.00			
July	-	\$ 339,062.17			
August	-	\$ 406,328.31			
September	-	\$ 341,902.83			
Totals	\$ 2,432,542.34	\$ 4,077,643.08	\$ 129,359.56	5.62%	

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
April	1,429,149.05	1,424,296.66	4,852.39	1,358,416.67	65,879.99
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	\$ 9,730,169.34	\$ 16,310,572.30	\$ 517,438.23	\$ 16,301,000.00	\$ 216,400.28
			5.62%		Total City Portion 162,300.21

SALES TAX STATE COLLECTION RGV COMPARISON -JUNE 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	Alamo	279,455.31	258,279.71	8.20%	1,808,139.79	1,810,316.55	-0.12%
2	Edinburg	1,631,159.72	1,582,767.61	3.06%	10,557,400.47	10,186,165.26	3.64%
3	Pharr	1,429,149.05	1,424,396.56	0.33%	8,423,276.53	7,957,232.36	5.86%
4	Weslaco	921,184.69	924,081.21	-0.31%	6,038,093.31	6,262,106.16	-3.58%
5	Harlingen	1,751,774.02	1,761,804.49	-0.57%	11,547,366.18	11,239,063.95	2.74%
6	San Juan	273,517.21	280,026.93	-2.32%	1,721,888.93	1,674,106.74	2.85%
7	Mission	1,137,783.34	1,176,249.19	-3.27%	7,631,374.30	7,691,663.99	-0.78%
8	Brownsville	2,629,843.14	2,854,152.11	-7.86%	18,982,592.46	18,506,057.98	2.58%
9	McAllen	4,371,442.69	4,779,422.77	-8.54%	31,478,847.24	32,965,628.63	-4.51%
10	Mercedes	454,413.61	517,419.64	-12.18%	3,851,262.66	4,091,447.52	-5.87%

Rank Based on Calendar Year 2016 To Date Activity

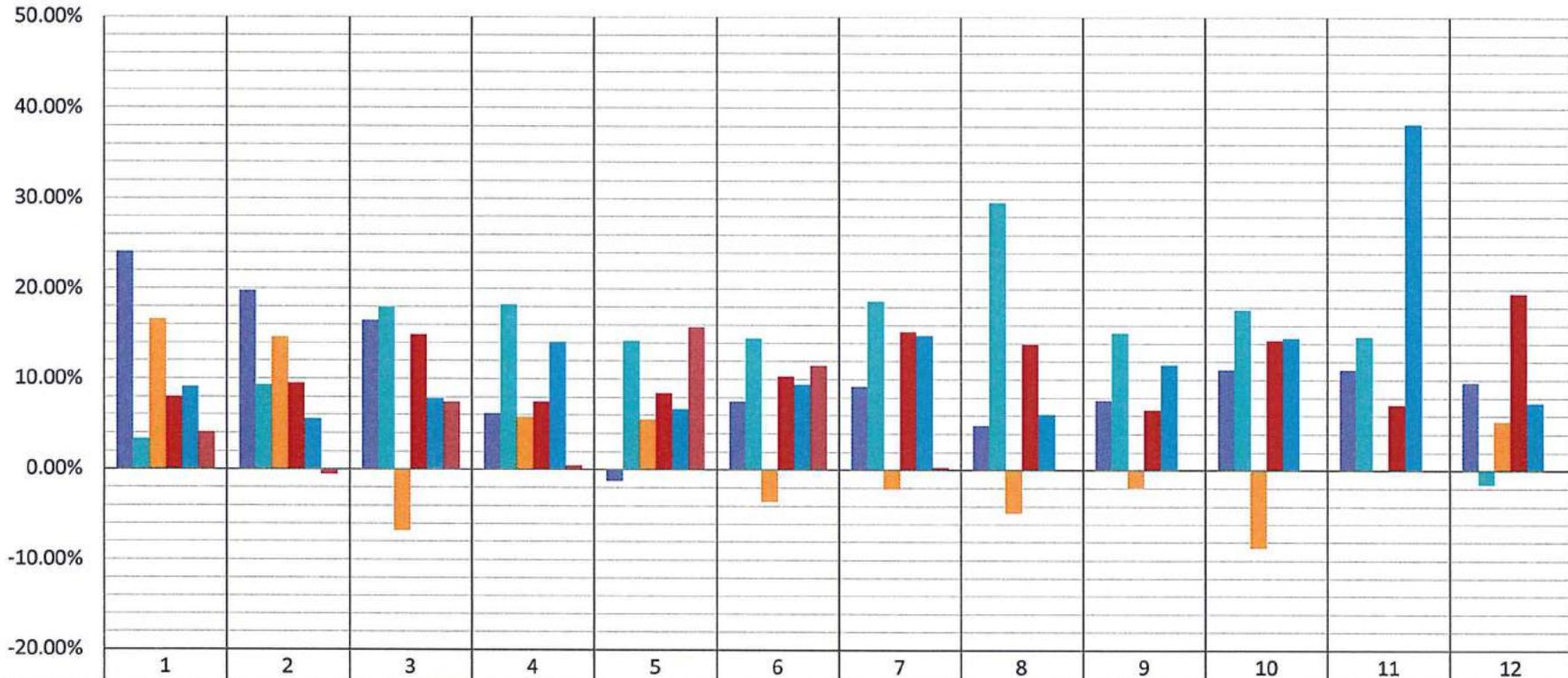
1	Pharr	1,429,149.05	1,424,396.56	0.33%	8,423,276.53	7,957,232.36	5.86%
2	Edinburg	1,631,159.72	1,582,767.61	3.06%	10,557,400.47	10,186,165.26	3.64%
3	San Juan	273,517.21	280,026.93	-2.32%	1,721,888.93	1,674,106.74	2.85%
4	Harlingen	1,751,774.02	1,761,804.49	-0.57%	11,547,366.18	11,239,063.95	2.74%
5	Brownsville	2,629,843.14	2,854,152.11	-7.86%	18,982,592.46	18,506,057.98	2.58%
6	Alamo	279,455.31	258,279.71	8.20%	1,808,139.79	1,810,316.55	-0.12%
7	Mission	1,137,783.34	1,176,249.19	-3.27%	7,631,374.30	7,691,663.99	-0.78%
8	Weslaco	921,184.69	924,081.21	-0.31%	6,038,093.31	6,262,106.16	-3.58%
9	McAllen	4,371,442.69	4,779,422.77	-8.54%	31,478,847.24	32,965,628.63	-4.51%
10	Mercedes	454,413.61	517,419.64	-12.18%	3,851,262.66	4,091,447.52	-5.87%

HIDALGO COUNTY TOTAL	11,489,220.14	11,880,630.13	-3.41%	77,804,153.50	78,267,122.71	-0.60%
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STATE TOTALS	404,404,590.13	409,490,384.25	-1.26%	2,648,552,775.73	2,635,027,183.05	0.51%
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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%	0.34%					

■ 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 COMMISSION
AGENDA MEMORANDUM**

TO: Mayor and Commissioners
FROM: Hilda Pedraza, TRMC City Clerk

SUBJECT: PUBLIC COMMENTS

No backup information is needed for this item.

THANK YOU



**CITY COMMISSION
AGENDA MEMORANDUM**

TO: Mayor and Commissioners
FROM: Hilda Pedraza, TRMC City Clerk

SUBJECT: PUBLIC HEARING

No backup information is needed for this item.

THANK YOU

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-1"

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"

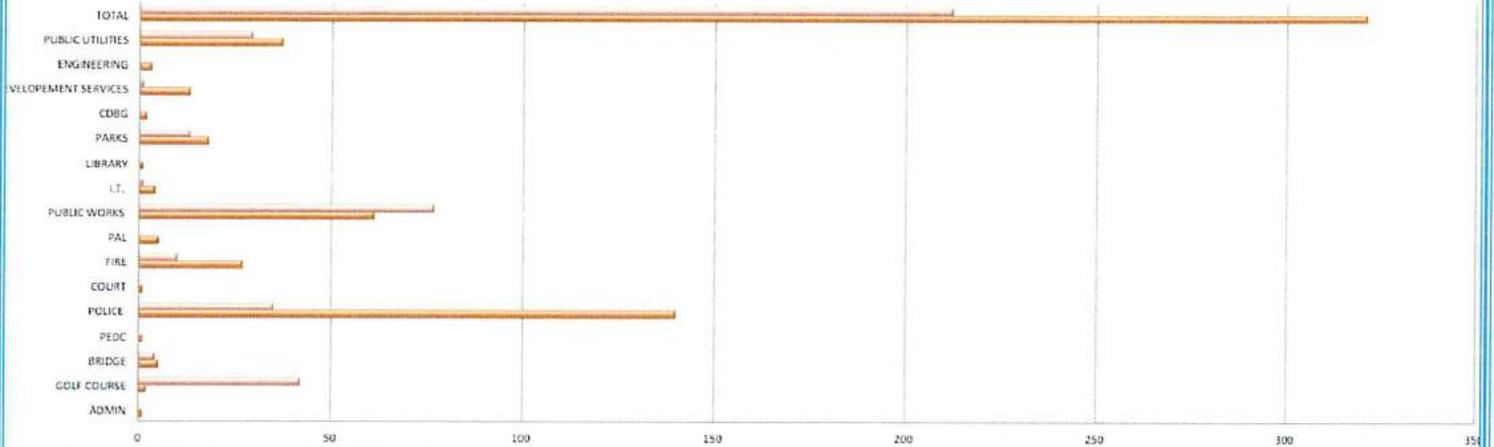
Point Range Detail for Sedans, SUV's, Trucks (1 Ton and Less)

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	
	M&R Costs	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
5		Maintenance costs are greater than or equal to 81% of replacement costs	
Incident Repair Not Included	Condition	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
		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
MOBILE	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	4	1	18	2	13	3	37	321



MEMORANDUM

DATE: June 16, 2016

TO: Juan G. Guerra, City Manager 

FROM: Roel Garza, Director of Parks and Recreation

SUBJECT: Ordinance amending O-2015-44

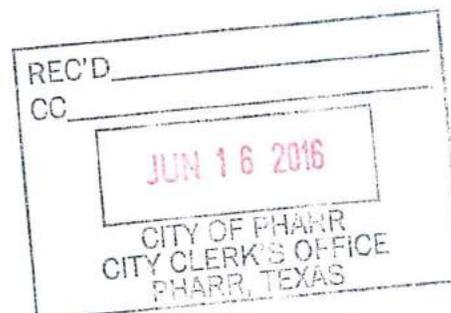
ISSUE

The previous ordinance O-2015-44 did not include the following facilities that are now included the Large Hall, Small Hall, and Conference Room all located at the Jose "Pepe" Salinas Memorial Civic Center. Also, the Boggus Ford Event Center will now be removed and in regards to the rental of the Pharr Sports Complex and Witten Park the word "and" will be replaced by "or". Saturday or Sunday at the Sports Complex will be \$375. per day. As well as Witten Park Saturday or Sunday will be \$250. per day.

STAFF RECOMMENDATION

Staff recommends that the City Commission approve the Ordinance request.

Thank You



ORDINANCE NO. O-2016-___

AN ORDINANCE AMENDING ORDINANCES O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations.

Examples are dances sponsored by non-profit corporations and church events

- (3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

(1)TIERRA DEL SOL (HALL AND BAR AREA)

Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$350.00	\$300.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1100.00	\$1000.00	\$900.00
	1:00 p.m. – 1:00 a.m.	\$200.00	\$1200.00	\$1100.00	\$1000.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. **Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(2)LAS MILPAS COMMUNITY CENTER:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Sunday	8 a.m.-12 MID.	\$50.00	\$50.00 Per hr.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No alcoholic beverages will be allowed on premises.

(3) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(4)PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Thursday	6 p.m.-10 p.m.	\$50.00	\$375.00
Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday or Sunday	8 a.m. to 10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5)WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday or Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(6) CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$360.00	\$300.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$450.00	\$400.00	\$360.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00
	Evening	1:00 p.m. – 1:00 a.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	\$50.	\$60.	\$40.	\$50.
Saturday	8 a.m.-1:00 a.m.	\$50.	\$70.	\$50.	\$60.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(8) CIVIC CENTER (CONFERENCE ROOM)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	\$20.00	\$25.00	\$15.00	\$20.00

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$20.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

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 CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2016, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: June 20, 2016

TO: Juan G. Guerra, City Manager

FROM: Ed Wylie, Asst. City Manager

SUBJECT: Mayor's Chairman Commission

ISSUE

In order for the City to run effectively and efficiently all boards and commissions must be in line with the elected officials goals and objectives for the City of Pharr. The appointment of a progressive, effective chairman for all boards and commissions is of the utmost importance for good corporate governance. Through this new ordinance all chairmen for all boards will be appointed to a one year term and the Mayor's Chairman Commission will be created and will meet the further the wishes of the elected officials.

Section 6 was clarified allowing the Mayor to appoint and the City Clerk to certify the appointment.

FINANCIAL CONSIDERATION

NONE

STAFF RECOMMENDATION

Staff recommends approval of the ordinance on the 2nd reading.

ALTERNATIVES

Disapprove the ordinance.

THANK YOU

ORDINANCE NO. O-2016-__

AN ORDINANCE ESTABLISHING AND CREATING THE “MAYOR’S CHAIRMAN COMMISSION”; PROVIDING AND PRESCRIBING FOR POWERS, DUTIES AND RESPONSIBILITIES OF ALL CHAIRMEN; PROVIDING FOR AN APPOINTMENT PROCESS FOR ALL CHAIRMEN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE

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

SECTION 1. The City of Pharr hereby creates the “Mayor’s Chairman Commission”, and is referred to in this ordinance as the “Commission”.

SECTION 2. The purpose of this ordinance is to establish procedures and standards for the appointment of the Commission. The Commission shall consist of the Chairmen of all the appointed boards and commissions within the City of Pharr. Members shall not be entitled to compensation for the performance of their duties. The Commission shall act in an advisory capacity to the Mayor and Board of Commissioners. The Mayor shall serve as the chairman of the Commission.

SECTION 3. Members shall serve for a one year term from January 1st to December 31st. Members will serve at the pleasure of the Mayor.

SECTION 4. Members shall meet at least twice a year at such time and place to be determined by the Mayor. The Commission shall serve to brief the Mayor on the status of their respective board or commission, the status of their decisions and impacts thereof upon the City, and are encouraged to provide feedback on the ideal characteristics and experience for potential new board or commission members.

SECTION 5. In order to run an efficient and effective City, all boards and commissions must be in line with the Mayor and Board of Commissioners goals and objectives. The choosing of an independent chairman for each board or commission is paramount to the successful implementation of good corporate governance and the wishes and vision of the Mayor and Board of Commissioners. The chairman of each individual board or commission is charged with the following duties and responsibilities:

- Provide the board or commission with leadership and harness the talents and energy contributed by each individual member of their board or commission;
- Serve as the board or commission’s lead representative which will involve the presentation of the City’s goals, objectives and policies to the outside world;
- Determine the order of the agenda; ensuring the board or commission receives timely, accurate and clear information to enable them to reach an informed decision;

- Govern the workings of the board or commission, including directing the meetings and acting as a conciliatory element when the board or commission differ;
- Keep track of the contribution of individual members of the board or commission and ensure that they are involved in discussion and decision making;
- Direct all discussion towards the emergence of a consensus view and sum up all discussions so everyone understands what has been agreed upon;
- Setting the ethical tone for the board or commission;
- Presiding over board meetings and ensuring that time in the meeting is used productively;
- Act as the link between the board or commission and the city management and elected officials;
- Engaging the board or commission in assessing and improving its performance;
- Overseeing the induction and development of new board or commission members;
- Monitoring how the board works together and how individual members perform and interact at meetings;
- Encourage and ensuring that all members play a full and constructive role in the affairs of the City board and commission and taking a lead role in the process for removing non-performing or unsuitable members from the board or commission;
- Upholding rigorous standards of preparation for meetings;
- The chairman is obligated to use his or her power appropriately and not to influence the outcome of the meetings towards a specific agenda; and
- Ensuring that decisions of the board or commission are executed.

SECTION 6. Given the vast importance of an active and committed chairman for each and every board or commission and thru this ordinance the Mayor shall appoint the chairman of each respective board or commission. The appointment shall be made by a "Mayors Appointment Form" certified by the City Clerk and signed and dated by the Mayor, with the official seal of the City of Pharr and filed in the official records of the City Clerk. The appointment shall be made during the annual appointment process (prior to August 1st of each calendar year). Should the Mayor fail to appoint a chairman for each board or commission by August 1 of each year, the Board of Commissioners may approve by resolution the chairman of each board, by a majority of the Board of Commissioners.

SECTION 7: Severability Clause

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

SECTION 8: Repealing Clause

All existing ordinances or by-laws and parts of ordinances or by-laws that are in conflict herewith are hereby repealed.

SECTION 9: Effective Date; Publication

This Ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than two (2) readings of the ordinance in accordance with Texas Local Government Code Section 212.134(f), and also in caption form as allowed under Section 9 of the Pharr City Charter.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the 6th day of June, 2016, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the 20th day of June, 2016, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: June 20, 2016
TO: Juan G Guerra, City Manager
FROM: Gary Rodriguez, Director, Community Events

SUBJECT: PSJA ISD REQUEST FOR BOGGUS FORD EVENTS CENTER

ISSUE

The Pharr-San Juan-Alamo School District is requesting the use of the Boggus Ford Events Center free of charge on Tuesday September 27, 2016; for the purpose of hosting college representatives, parents and students attending the district's Annual College Night from 5:00 pm – 8:00 pm.

FINANCIAL CONSIDERATION

The City of Pharr enjoys a mutually beneficial relationship with PSJA ISD with respect to use of facilities at no charge for the public good.

STAFF RECOMMENDATION

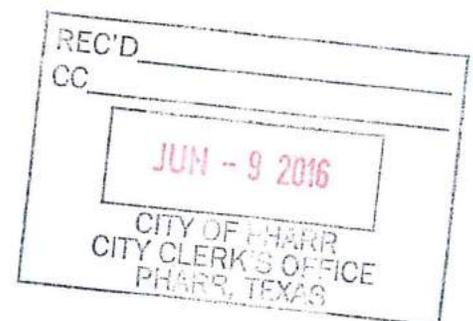
The Boggus Ford Events Center is available on this date and Staff recommends approval of this request.

ALTERNATIVES

Alternative is to deny this request.

Please feel free to contact me with any questions

THANK YOU





March 1, 2016

Juan Guerra
City Manager
118 S. Cage
Pharr, Texas 78577

Re: Use of Facilities

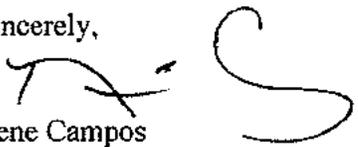
Dear Mr. Guerra:

The Pharr-San Juan-Alamo ISD, College Readiness[®], is requesting the use of the Pharr Boggs Ford Events Center on Tuesday, September 27, 2016 to host our Annual District College Night. PSJA students and parents will have the opportunity to participate in the Texas Association of Collegiate Registers and Admissions Program, and interact with college representatives from throughout the nation. The event will take place in the evening from 5:00 P.M. to 8:00 P.M.

We greatly appreciate your help in making a difference in the lives of our students. Your facility has proven to be the perfect environment and a great fit to host the District College Night. We remain hopeful that PSJA ISD will be able to use the facility for this year's event.

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

Sincerely,


Rene Campos

Asst. Superintendent for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

MEMORANDUM

DATE: June 7, 2016
TO: Juan G. Guerra, City Manager 
FROM: Roel Garza, Director of Parks and Recreation R. G.

SUBJECT: Request from Miracle Kids of South Texas

ISSUE

The organization, is requesting the use of the Aquatic Center on Wednesday, July 6, 2016 from 2:30 p.m. to 6:30 p.m. to host their annual night of fun for children with exceptional needs and their family members. Miracle Kids of South Texas who has been hosting in partnership with the City of Pharr for this event for the past four years.

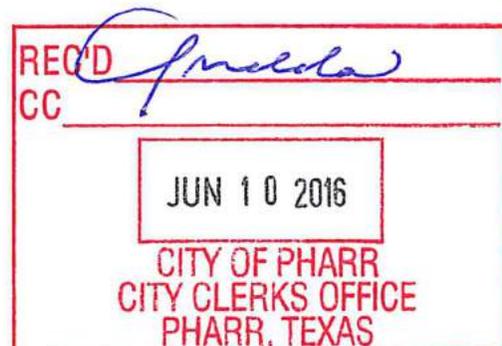
FINANCIAL CONSIDERATION

The non-profit organization wishes to use the facility at no cost.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You



Date: April 24, 2016

Dear, Director of the Pharr Aquatic Center:

The Miracle Kids of South Texas, a 501 C(3) organization, was established in 2001.

This organization exists to provide fun, organized activities, and is free of cost to disabled and special needs children ages 5-15 in the Rio Grande Valley. The goal of these events is to provide a safe environment in which these children can participate in physical activities, demonstrate courage, build self-esteem and develop friendships with others in the community.

Each year, these children are given the opportunity to participate in a swimming event. We are asking for Pharr Aquatic Center to sponsor our swimming event on Wednesday, July 6, 2016. Please give us a time that is best for Pharr Aquatic Center to host such a wonderful event to provide meaningful experiences for our Miracle Kids.

Our organization is solely dependent on gifts which allow us to provide these meaningful opportunities for our special needs children. Your contribution to The Miracle Kids of South Texas will help us to continue in order to accomplish our mission.

Sincerely,

Victoria Perez- Board Member

Dina Rodriguez - President of Miracle Kids of South Texas

If you would like more information, please contact:

Text or Call:

Victoria Perez @ (956) 451-6382

Victoria_ivette@yahoo.com

or

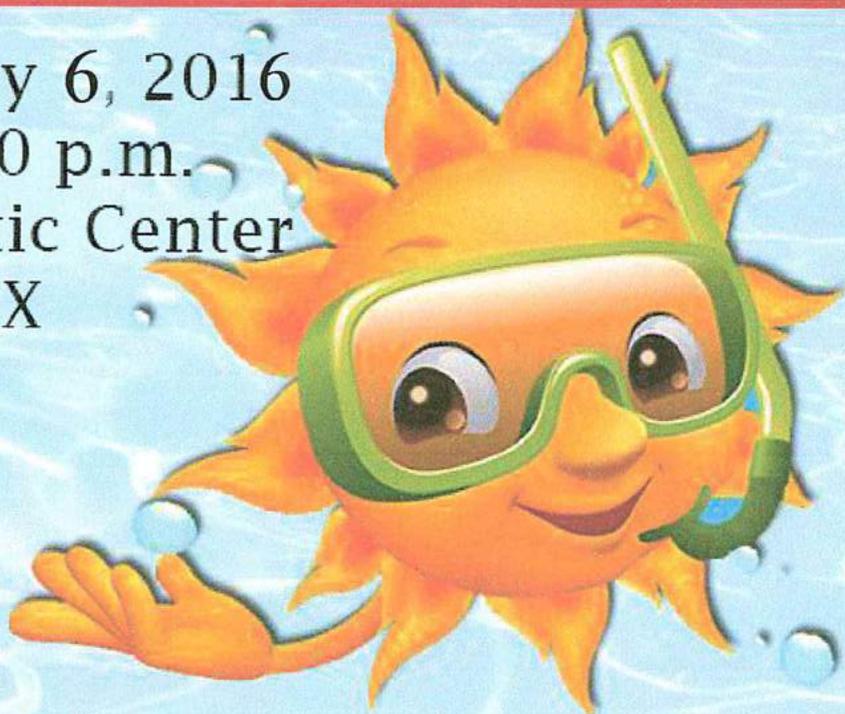
Dina G. Rodriguez: ddigandre@aol.com

MIRACLE KIDS OF SOUTH TEXAS NIGHT

Date: Wednesday, July 6, 2016

Time: 2:30 p.m. - 6:30 p.m.

Location: Pharr Aquatic Center
1000 S. Fir, Pharr, TX



FREE ADMISSION

MUST PRESENT FLYER AT THE GATE

Only students with exceptional needs and their family members will be allowed into the Pharr Aquatic Center. Guests must wear swimsuits. Cut-off shorts, clothing with buttons, and colored shirts will not be allowed.

For more information, contact the Pharr Parks and Recreation Department at (956)402-4550.





MEMORANDUM

DATE: June 13, 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 Request for Qualifications (RFQ) for preparation of environmental documents for various HCMPO Projects.

ISSUE

Veterans Road, Hi-Line Road and Anaya Road is on the HCMPO city list of projects. Selection of an environmental firm is required in order to begin preparing the environmental documents. This is a request for qualifications.

FINANCIAL CONSIDERATION

Estimated fee amount \$350,000.00.

STAFF RECOMMENDATION

Staff recommends request for qualifications.

ALTERNATIVES



MEMORANDUM

DATE: June 1, 2016 Date of Meeting: June 20, 2016

TO: Mayor and Commissioners
FROM: Adolfo Garcia, Library Director



Location Release Contract for Wildfox Films
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ISSUE

WildFox Films approached the Library Director for permission to film on location August 4th and August 5th. To formalize their request, Wildfox Films submitted a contract for permission to film at the Pharr Memorial Library. The filming will be done in the morning on the proposed dates and will not interrupt the daily operations of the library. The production is called "The Bar." According the producers it's about six first year law students working as a team to succeed and survive.

FINANCIAL CONSIDERATION

None. Wildfox Films is only requesting use of library facilities for filming.

STAFF RECOMMENDATION

Library staff sees no issues with Wildfox filming at the library. We recommend granting City Manager authority to enter into a Location Release Contract with Wildfox Films.

ALTERNATIVES

N/A

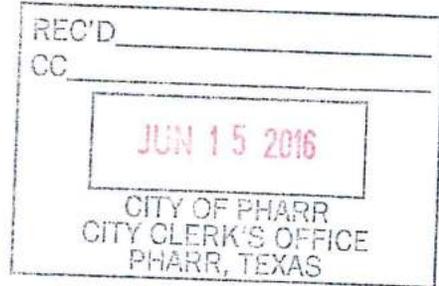
THANK YOU

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

June 15, 2015

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



RE: TAX RESALE PROPERTIES

Dear Mr. Guerra:

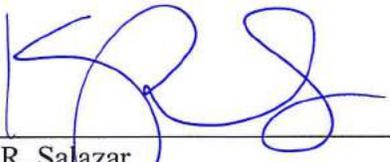
On June 7, 2016, our firm held a Tax Resale at the Hidalgo County Clerk Records Management Facility. We placed seventy-eight (78) previously struck-off properties for resale throughout Hidalgo County. The resale of these properties was published in several newspapers throughout Hidalgo County.

Nineteen (19) previously struck-off properties located within the City of Pharr were posted for resale and we received bids on all of these properties. Enclosed for the consideration of the City Commission is an analysis of each bid received, which indicates the amount to be prorated amongst the City and all other taxing jurisdictions. We are also in the process of submitting the bids to Pharr-San Juan-Alamo Independent School District, Hidalgo County, South Texas College and South Texas Independent School District for their consideration.

If you have any questions or require further information, please do not hesitate to call me.

Very truly yours,

**LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP**



Kelly R. Salazar
Attorney for the Firm

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JUNE 7, 2016 TAX RESALE LIST
CITY OF PHARR

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR CITY
T-2757-09-E 1	Lot No. 6, Block 18, Citrus Bay Subdivision, An Addition To The City Of Pharr, Texas According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated April 17, 1981 From Citrus Lake Development Corporation To Eduardo De La Parra Y. Echalar A/K/A Eduardo De La Parra Y. Echalar, Recorded In Volume 1774, Page 703, Real Property Records, Hidalgo County, Texas.	C4790-00-018-0006-00	\$23,260.00	\$18,600.00	\$3,920.35
T-2567-13-H 2	Lot 12, Block 2, Bustamante Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 12, Page 46, Map Records Of Hidalgo County, Texas.	B5400-00-002-0012-00	\$16,470.00	\$14,100.00	\$2,926.08
T-2014-13-G 3	Lots 5 And 6, Block 100, Third Addition To Hackberry Addition, An Addition In The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 7, Page 26, Map Records Of Hidalgo County, Texas.	H0450-00-100-0005-00	\$31,550.00	\$11,000.00	\$2,267.25
T-1456-12-A 4	The Northeast 2.33 Acres, More Or Less, Out Of Lot 375, Kelly Tract Subdivision, A Subdivision In The City Of Pharr, Hidalgo County, Texas, As Described In Clerk's File #1105302, Official Records Of Hidalgo County, Texas.	K2400-00-000-0375-00	\$11,480.00	\$73,000.00	\$17,273.52
T-1237-11-B 5	All Of Lot Eighteen (18), Of Villas Del Valle, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 5, 1990 In Volume 2936, Page 335, Document Number 169055, Official Records, Hidalgo County, Texas, Carried In Tax Rolls As VILLAS DEL VALLE LOT 18.	V3820-00-000-0018-00	\$24,395.00	\$14,500.00	\$2,805.00
T-1179-10-F 6	Lot 4, Block 20, Citrus Bay Subdivision, A/K/A Citrus Bay Unit No. 2, An Addition To The City Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And More Particularly Described In That Deed Dated March 7, 1981 From Citrus City Lake Development Corporation To Jorge Saide Handal And Wife Myrna Garza T. De Saide Recorded In Volume 1753, Page 314, Real Property Records, Hidalgo County, Texas.	C4700-00-020-0004-00	\$20,100.00	\$15,600.00	\$3,020.38
T-1107-14-D 7	Lot 14, Block 6, Hidalgo Park Estates, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 14, Page 12, Map Records Of Hidalgo County, Texas.	H2650-00-006-0014-00	\$12,430.00	\$13,000.00	\$1,819.00

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR CITY
T-0992-14-H 8	Lot One Hundred Fifteen (115), VILLA DEL NORTE SUBDIVISION, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In Volume 29, Page 34-B, Of The Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.	V3555-00-000-0115-00	\$11,150.00	\$15,100.00	\$2,661.33
T-840-10-A 9	Lot Ten (10), Block Eighteen (18), Original Townsite Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated June 25, 1935 From Martina Laredo To Alfonso Flores, Recorded In Volume 406, Page 216, Real Property Records, Hidalgo County, Texas.	P6400-00-018-0010-00	\$38,695.00	\$20,500.00	\$3,490.68
T-695-11-I 10	All Of Lot 27, Citrus Trails Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed With Vendor's Lien Recorded On May 8, 1998 In Document Number 675878, Official Records, Hidalgo County, Texas.	C5353-00-000-0027-00	\$20,580.00	\$19,800.00	\$4,677.21
T-694-11-F 11	The West 108 Feet Of The East 248 Feet Of The North 100 Feet Of The East Half Of Block "B" Of The Adjacent Acreage To The Pharr Townsite In Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On January 6, 1958 In Volume 906, Page 341, Document Number 277, Deed Records, Hidalgo County, Texas, Carried In Tax Rolls As PHARR ADJACENT ACRES W108'-E248'-N100'-E 1/2 BLK B.	P6200-00-00B-0000-02	\$21,150.00	\$15,000.00	\$2,702.70
T-661-11-F 12	All Of Lot 180, La Quinta Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 18, 1995 In Document Number 463878, Official Records, Hidalgo County, Texas.	L1810-00-000-0180-00	\$17,550.00	\$20,000.00	\$4,048.00
T-560-11-B 13	Lot 78, South Creek Subdivision, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 39, Page 144, Map Records Of Hidalgo County, Texas.	S4225-00-000-0078-00	\$43,020.00	\$40,500.00	\$9,190.80
T-0557-13-E 14	All Of Lot 118, Crown Point Estates Phase 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Recorded In Volume 31, Page 63, Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.	C9520-02-000-0118-00	\$22,110.00	\$17,000.00	\$3,483.48
T-299-09-B 15	Lot 14, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.	C4700-00-015-0014-00	\$25,870.00	\$15,100.00	\$2,912.72
T-299-09-B 16	Lot 15, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.	C4700-00-015-0015-00	\$25,870.00	\$15,100.00	\$2,912.72

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR CITY
T-299-09-B 17	Lot 13, Block 15, Citrus Bay, Unit No. 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 19, Page 12, Map Records Of Hidalgo County, Texas.	C4700-00-015-0013-00	\$22,285.00	\$19,100.00	\$3,832.72
T-0063-13-J 18	Lot 10, Villa Espana Estates, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 36, Page 169B, Map Records Of Hidalgo County, Texas.	V3630-00-000-0010-00	\$18,400.00	\$21,500.00	\$4,435.86
T-058-10-B 19	Lot Two (2), Block Five (5), Hidalgo Park Estates, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated October 6, 1993 From Hidalgo Park Estates, Inc. To Jose Galindo (Amado), Recorded In Document No. 894753, Official Records, Hidalgo County, Texas	H2650-00-005-0002-00	\$16,955.00	\$14,100.00	\$3,343.48

Total \$81,723.28



WILDFOX FILMS

LOCATION RELEASE

Property Owner: Adolfo Garcia (Library Director)
Location Title: Pharr Memorial Library
Address: 121 E. Cherokee Pharr, Texas 78577
Phone No.: 956 787-3966 Fax 956 787-5419 Contact: Adolfo Garcia
Email: _____

Dates of Use for Production: 8-5-16 Time: _____

I hereby _____ (do) or _____ (do not) grant permission to WILDFOX FILMS, LLC to promote my company/business through all social media outlets including Facebook, Instagram, Twitter and public news/newspaper announcements with regards to the production of **THE BAR** as a sponsor/supporter.

Facebook: _____

Twitter: _____

Instagram: _____

PRODUCER

Producer: WILDFOX FILMS, LLC

Production: **THE BAR**

Address: 3820 S. Jackson Road, Pharr, Texas 78577

Phone: 956-530-4373

Email: wildfoxfilms@gmail.com

Webpage: www.wildfoxfilms.com

Your signature in the space provided below as owner or agent, will confirm the following agreement ("Agreement") between you, the Property Owner ("Owner") and WILDFOX FILMS, LLC. ("Company") regarding filming of your property (the "Premises") described below in connection with the production above-referenced (the "Production").

1. For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Company the right during the Term (as defined below) hereof to photograph and record at, the Premises (including, without limitation, the right to photograph and record both

the real and personal property, all of the signs, displays, exteriors, and the like appearing therein, if any) for the period specified below.

2. As used herein, the term "**Premises**" refers to the premises located at:

3. The term hereof (the "**Term**") shall commence on or about and shall continue until _____, unless modified by the parties. The Term shall be subject to modification due to changes in production schedules. Owner agrees to consult closely with Company's representatives to ensure scheduling is arranged which will allow for completion of the Production featuring the Premises. Owner acknowledges that Company is incurring significant expenses in reliance on Owner's cooperation and participation in connection with this Agreement and that Owner may be held responsible for the actual and/or consequential damages incurred by any breach of this agreement.

4. Owner represents and warrants that: (a) Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein, without the obtaining of any consents or permissions from anyone; and (b) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Company's authorized use of the Premises. Owner hereby waives all rights of privacy or other rights of a similar nature with respect to Company's use of the Premises. Owner shall indemnify Company, its licensees and assigns, and their parent, affiliate, and related entities, shareholders, directors, officers and employees from and against any breach or claim of breach by Owner of any representation, warranty, agreement or obligation herein.

5. Company agrees to leave the Premises in the same condition as when received by Company.

6. Company agrees to indemnify and hold Owner harmless from damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by Company's negligence in connection with its use of the Premises. In connection therewith Owner must submit to Company, within three (3) days after Company vacates the Premises, a detailed list of any property damage or personal injuries which Owner feels Company is responsible, failing which Owner will be deemed to have acknowledged that there is no property damage or personal injuries for which Company is responsible. Owner shall permit Company's representatives to inspect any damaged property and to verify any claims for damages by Owner.

7. Nothing shall obligate Company to photograph, to use such photography, or to otherwise use the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as Company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or parts thereof, in connection with the Production and any other productions produced by Company.

8. Owner acknowledges that, as between Owner and Company, Company is the copyright owner of the photography and/or recordings of the Premises, and that Company, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any matter and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in such manner and to such extent as Company desires in its sole discretion without payment of additional compensation to Owner. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs, and recordings made on or of the Premises, and in the advertising and publicity thereof, in perpetuity throughout the universe.

9. Company may assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation; Owner agrees that it shall not have the right to assign or transfer this Agreement.

10. This Agreement constitutes a binding agreement and is the entire agreement among Company and Owner and supersedes all prior negotiations and communications, whether written or oral; representations and warranties, whether written or oral; and documents and writings, whether signed or unsigned, with respect to the subject matter hereof.

APPROVED AND ACCEPTED:

Owner or Owner Representative (Print Name)

Date:

Signature

SHERYL HAMER, WILDFOX FILMS, LLC

Sheryl Hamer

Signature

Date:



“Triple Crown City”



MAYOR
Ambrosio “Amos” Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto “Bobby” Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes
CITY MANAGER
Juan G. Guerra, CPA

Executive Summary Letter

June 20, 2016

Conditional Use Permit for ABC –

100% Antojitos Mexicanos

Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for 100% Antojitos Mexicanos.

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

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC_-100% ANTOJITOS MEXICANOS_J MENDEZ_2014



MEMORANDUM

DATE: JUNE 20, 2016

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

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

GENERAL INFORMATION:

APPLICANT: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

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

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

COMMENTS:

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

COMMENTS:

POLICE CHIEF:

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

PLANNING DEPARTMENT:

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

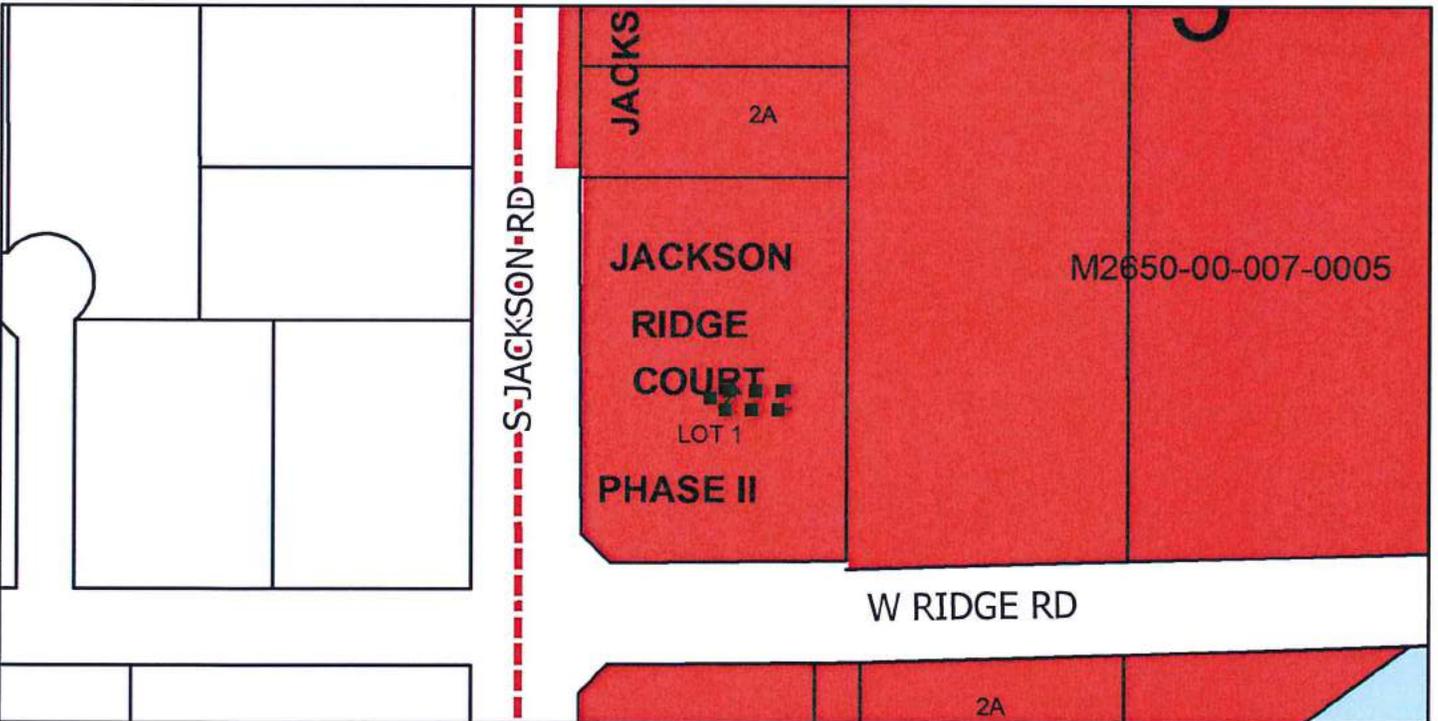
DEVELOPMENT SERVICES STAFF RECOMMENDATIONS

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

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



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Jackson Ridge Court Ph 2 Lot 1 Tract.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

Scale: 1 inch = 200 feet



Date: 6/15/2016

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

3450

OWNER/APPLICANT: Jose Mendez PHONE: 956-655-6518
 ADDRESS: 1201 S. Jackson
 TYPE OF BUSINESS: Restaurant NAME OF BUSINESS: 100% Anchojitas Mexicanas
 LEGAL: Being a 4 acre part of lot out of L01 1 SUBD.: Jackson Ridge court Phase 2

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

BUILDING STATUS/STRUCTURAL:

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

MEANS OF EGRESS:

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

ACCESSIBILITY:

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

ELECTRICAL:

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

MECHANICAL:

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

PLUMBING:

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

WATER HEATER:

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

GAS SYSTEM

PREMISE _____ SUBSTANDARD
 GARBAGE CONTAINER _____ SUBSTANDARD

PASSED

FAILED:

PASSED WITH CONDITIONS:

RE-INSPECT DATE:

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

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

PREPARED BY: [Signature] DATE: 5/10/10
 RECEIVED BY: [Signature] DATE: 05/10/10

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

June 2, 2016

100 % ANTOJITOS MEXICANOS
1201 S JACKSON, 9
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 2, 2016 revealed no violations.

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

8108 MARTIN TORRES
Inspector

ANTHONY RAMIREZ

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 02 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 05/11/2016
Re: Conditional use Permit for ABC – File No. CUP#140545 (100% Antojitos Mexicanos)

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

- **Legal Description:** Being a .04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1201 S. Jackson Rd. Suite #9
- **Contact Number:** 956-655-6518

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

REPLY

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.

MAY 11 2016





MEMORANDUM

DATE: JUNE 20, 2016

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

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

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 1201 South Jackson Road, Suite 9.

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



MEMORANDUM

DATE: JUNE 20, 2016
TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF

SUBJECT: Re-zoning Request: From Townhouse Residential District (R-TH) to a Medium Density Multi-Family Residential District (R-3): Being all of Lot 31, Beamsley Subdivision, Pharr, Hidalgo County, Texas. 1105 West Kennedy Street.

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Edwardo Lee Corpus, representing Mani Skaria owners, is requesting a change of zone from Townhouse Residential District (R-TH) to Medium Density Multi-Family Residential District (R-3). The property is located on the South side of West Kennedy Street and has a physical address of 1105 West Kennedy Street. The property consists of one (1) Lot and is legally described as being Lot 31, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Kennedy Street, a 50 foot Local Street with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Townhouse Residential District (R-TH) this property was rezoned from Single Family Residential District (R-1) to Townhouse Residential District (R-TH) on November 07, 2006. The property is designated for multi-family residential use in the Land Use Plan. The owner of the property is requesting a change of zone to Medium Density Multi-Family Residential District (R-3) in order to construct apartments on said property.

The adjacent zonings are Single Family Residential District (R-1) to the North, West and East and Medium Density Multi-Family Residential District (R-3) to the South.

The Medium Density Multi-Family Residential District is established to provide adequate space and site diversification for medium density areas that are a mixture of single-family, duplex, and multifamily dwellings of up to eight units per lot. This is a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development.

The area requirements in this district are based on multifamily dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. Only one building will be allowed per lot, and the setbacks will be similar to that of the single-family district. This zone allows medium-density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space are met. R-3 uses should not run traffic over long distances of single-family residential-sized streets, or through single-family neighborhoods, and should be located close to arterials or collectors capable of carrying the additional traffic.

Multi-Family developments are not a buffer between single-family and commercial uses, and should be properly buffered from nonresidential uses and traffic, or from pollution and or environment hazards.

Fourteen (14) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Planning staff is recommending **approval** of the request to re-zone to Medium Density Multi-Family Residential District (R-3) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

**PLANNING AND ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from Townhouse Residential District (R-TH) to Medium Density Multi-Family Residential District (R-3) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Eduardo Lee Corpus, representing Mani Skaria
 APPLICANT

Townhouse Residential District (R-TH)
 CURRENT ZONE

1105 West Kennedy St.
 ADDRESS

Medium Density Multi-Family District (R-3)
 PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?		X
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

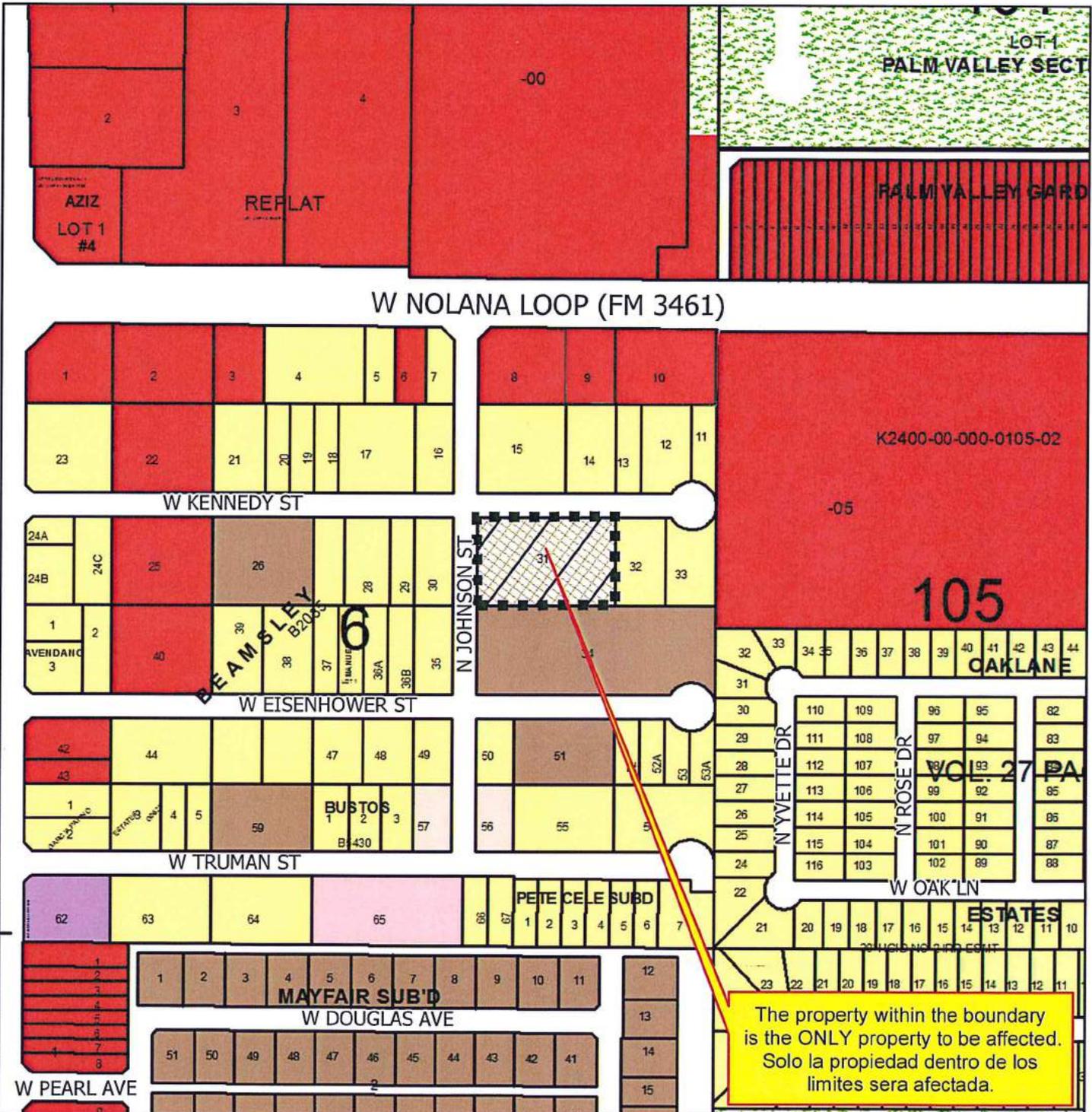
STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements and has adequate ingress and egress.

Heriberto Martinez, Planner II
 PREPARED BY

June 8, 2016
 DATE

Proposed Change of Zone
 Beamsley Lot 31
 Edwardo Lee Corpus

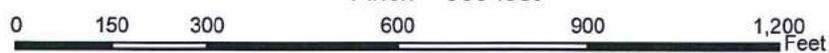


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- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet

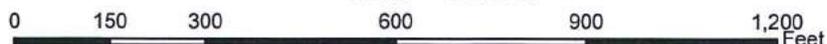


Date: 5/16/2016



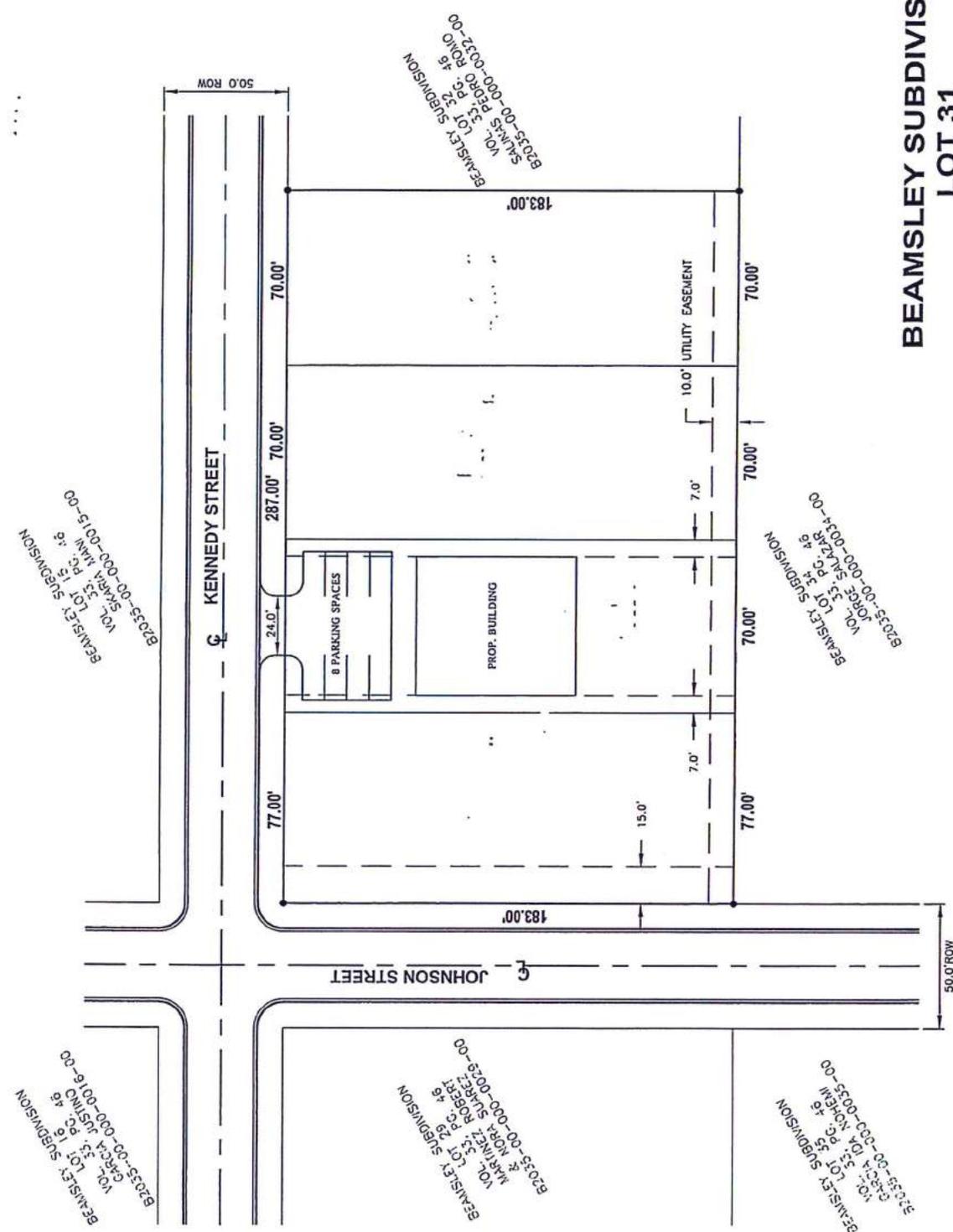
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- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo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





BEAMSLEY SUBDIVISION LOT 31 PHARR, TEXAS



BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0015-00

BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0032-00

BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0034-00

BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0016-00

BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0025-00

BEAMSLEY SUBDIVISION
VOL. LOT 31, PG. 16, 46
S.K.A.S. P.080 B.O.M.O
B2035-00-000-0035-00



Rick Gamboa

Jun 9, 2016 3:35:19 PM



Rick Gamboa
Jun 9, 2016 3:34:36 PM



MEMORANDUM

DATE: JUNE 20, 2016
TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Medium Density Multi-Family Residential District (R-3): Being Lot 30, Beamsley Subdivision, Pharr, Hidalgo County, Texas. 1207 West Kennedy Street.

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Edwardo Lee Corpus, representing Mani Skaria and Anne Skaria owners, is requesting a change of zone from Single Family Residential District (R-1) to Medium Density Multi-Family Residential District (R-3). The property is located on the South side of West Kennedy Street and has a physical address of 1207 West Kennedy Street. The property consists of one (1) Lot and is legally described as being Lot 30, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Kennedy Street, a 50 foot Local Street with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single Family Residential District (R-1). The property is designated for multi-family residential use in the Land Use Plan. The owner of the property is requesting a change of zone to Medium Density Multi-Family Residential District (R-3) in order to construct an apartment on said property.

The adjacent zonings are Single Family Residential District (R-1) to the North, South and West and Townhouse Residential District (R-TH) to the East.

The Medium Density Multi-Family Residential District is established to provide adequate space and site diversification for medium density areas that are a mixture of single-family, duplex, and multifamily dwellings of up to eight units per lot. This is a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development.

The area requirements in this district are based on multifamily dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. Only one building will be allowed per lot, and the setbacks will be similar to that of the single-family district. This zone allows medium-density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space are met. R-3 uses should not run traffic over long distances of single-family residential-sized streets, or through single-family neighborhoods, and should be located close to arterials or collectors capable of carrying the additional traffic.

Multi-Family developments are not a buffer between single-family and commercial uses, and should be properly buffered from nonresidential uses and traffic, or from pollution and or environment hazards.

Twelve (12) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Planning staff is recommending **approval** of the request to re-zone to Medium Density Multi-Family Residential District (R-3) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

**PLANNING AND ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from Single Family Residential District (R-1) to Medium Density Multi-Family Residential District (R-3) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Eduardo Lee Corpus, representing Mani Skaria and Anne Skaria
 APPLICANT

Single Family Residential District (R-1)
 CURRENT ZONE

1200 West Kennedy St.
 ADDRESS

Medium Density Multi-Family District (R-3)
 PROPOSED ZONE

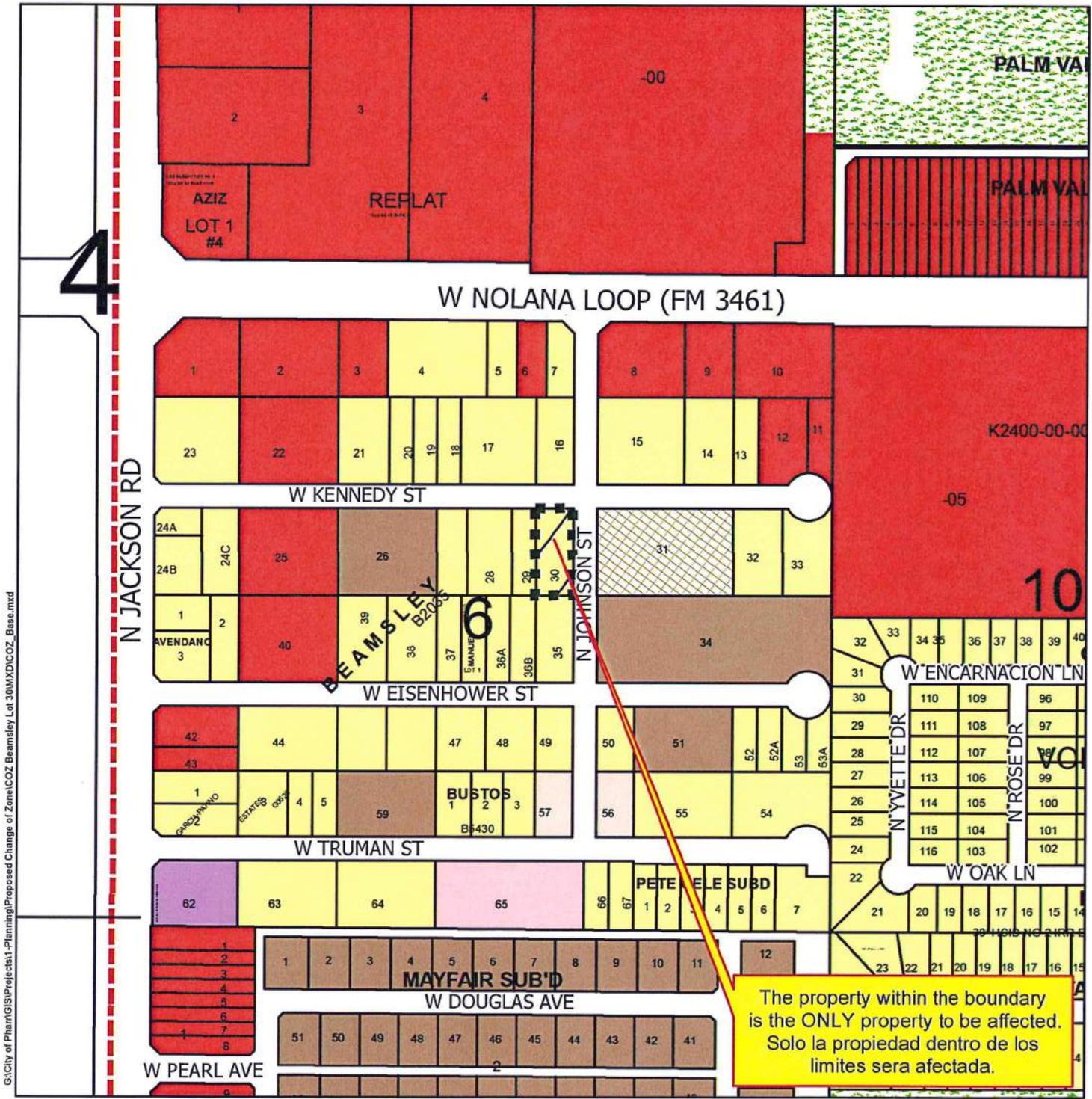
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?		X
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements and has adequate ingress and egress.

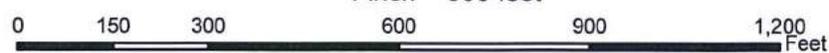
Heriberto Martinez, Planner II
 PREPARED BY

June 8, 2016
 DATE



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





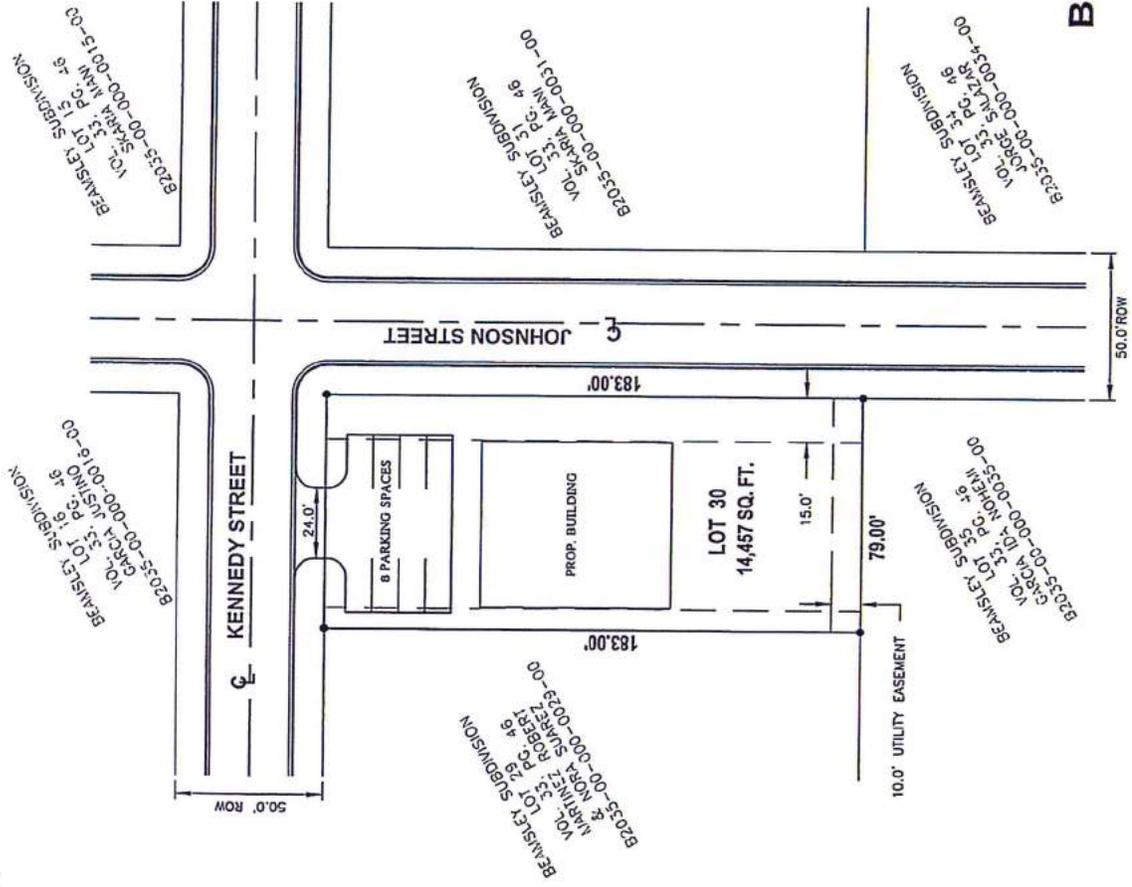
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- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo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





BEAMSLEY SUBDIVISION LOT 30 PHARR, TEXAS



SPEED
LIMIT
30

Rick Gamboa

JUN 9, 2016 3:33:25 PM



Rick Gamboa
Jun 9, 2016 3:33:16 PM

ORDINANCE NO: O-2016-____

AN ORDINANCE APPOINTING PATRICIA A. RIGNEY AS GENERAL COUNSEL AND CITY ATTORNEY FOR THE CITY OF PHARR; PROVIDING FOR QUALIFICATIONS; DUTIES, COMPENSATION, FEES, COSTS, TENURE; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

§ **WHEREAS**, the Board of Commissioners desires to take action to arrange for the service of PATRICIA A. RIGNEY as Attorney for the City of Pharr.

§ **WHEREAS**, the Board of Commissioners may also separately designate a criminal prosecutor to handle cases in municipal court to further the efficiency and reduce the case load that may result.

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

SECTION 1: Authority. In accordance with Article IV, Section 2 of the Pharr City Charter, the Board of Commissioners may by Ordinance appoint a City Attorney and shall prescribe and fix the duties, compensation, qualifications, and tenure.

SECTION 2: Appointment and Tenure: That from and after the effective date of this Ordinance PATRICIA A. RIGNEY be and she is hereby appointed as General Counsel and City Attorney for the City of Pharr, Texas to provide the duties set out herein.

Said appointment shall continue for a term of four years beginning on June 20, 2016. Said appointment shall automatically renew for a subsequent four year term, unless said appointment is terminated 60 days prior to the expiration of the initial term of appointment by a majority vote of all the Board Members thereof, or if Patricia A. Rigney discontinues said representation.

That in consideration for the appointment made herein, the City Attorney herein appointed shall perform all services required in a professional manner in accordance with all applicable rules and laws relating to legal services. This Ordinance shall constitute the entire agreement between the attorney herein appointed and the City of Pharr and shall constitute the contract between such parties; no further contract or agreement shall be required.

SECTION 3: Qualifications: The City Attorney shall be licensed to practice law in the State of Texas, be a member in good standing, and practice in state courts.

SECTION 4: Duties:

The City Attorney shall:

- (a) Represent the City and prosecute any and all criminal cases filed in the municipal court of the City of Pharr.

- (b) Counsel the Board of Commissioners of the City of Pharr, on such matters of a legal nature, and perform such legal services as the City Manager shall indicate.

The City Attorney herein appointed shall be deemed the chief legal officer of the City and shall represent the City in all matters pending in any forum without further specific authorization of the City Council of the City. The City Attorney, or other such attorneys selected by her, shall represent the City in all litigation. The City Attorney herein designated, or other such attorneys selected by her, shall appear in front of all official bodies, boards, and commissions of the City as may be required by the matters pending before such bodies. The City Attorney shall be designated the chief legal officer of the City.

SECTION 5: Compensation. The City of Pharr shall pay said City Attorney a reasonable fee in the amount of \$200.00 per hour for all services. Attorney shall also recover all actual costs and expenses while in the course of providing such professional services.

SECTION 6: Prosecutor. The Board of Commissioners may also separately designate a prosecutor by resolution or ordinance to handle criminal cases in Municipal Court. Such designation would relieve the City Attorney of any duties in handling criminal cases in municipal court.

SECTION 7: Repealing Clause. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: Severability Clause. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 9: Publication; Effective Date. The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 20th DAY OF JUNE, 2016, A.D.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza
City Clerk

CITY COMMISSION AGENDA MEMORANDUM

DATE: June 6, 2016

TO: Juan G Guerra, City Manager

FROM: Gary Rodriguez, Director, Community Events



SUBJECT: City Facilities Rental Fee Modifications

ISSUE

With the intent of attracting promoters and events to the Boggus Ford Events Center, it is suggested the rental fees for non-ticketed events be modified from \$10,000 for rentals September – May of the Calendar year; Thursdays – Saturdays to \$8,000.

Currently, the requirement is for promoters to bring (12) events to the Boggus Ford Events Center to qualify for the In-House promoter discount. It is suggested the discount for In-House Promoter rates now be set at \$2,500 for promoters bringing four (4) events annually to the Boggus Ford Events Center; with an additional exception made for boxing and MMA style events qualifying for In-House promoter rates when bringing three (3) events annually to the Boggus Ford Events Center.

FINANCIAL CONSIDERATION

While decreasing the Boggus Ford Events Center rental fee for non-ticketed events for these time periods, the end-result should be an INCREASE in events held at the Boggus Ford Events Center; which will generate more income for the City of Pharr through more opportunities for concession sales.

STAFF RECOMMENDATION

Staff recommends approval

ALTERNATIVES

The alternative would be to maintain the ordinance as it is written and to be enforced.

ORDINANCE NO. O-2016-__

**AN ORDINANCE ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF
PHARR EVENTS CENTER (BOGGUS FORD EVENTS CENTER); AND
ESTABLISHING AN EFFECTIVE DATE**

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

**SECTION 1: Section 30-37 of the City Code - Rental reservations, advanced
reservations, limitations of serial reservations**

To reserve the Pharr Events Center, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: Section 30-40 - Rental fee classes

For the purpose of the rental fee schedule set out in section 30-41, the following rental fee classes are established:

- (1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events.
- (3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceñeras, receptions, birthday parties and company banquets, etc.

SECTION 3: Sec. 30-41 - Rental fee schedule

The following rental fees shall be charged for the use of the Pharr Events Center, by rental fee classes as defined in this article.

City of Pharr Management and City Police Department will decide ancillary charges. The standard ancillary fees for all locations are as follows:

Ancillary charges:

- Security: -\$35/hour per certified City of Pharr Police Officer (minimum of 3 certified officers)
- Greater of \$15/hour or actual cost per non-certified security personnel
- \$15/hour Ushers/Custodians/Ticket Takers

		Rate Per Day*	
		June thru August	
<u>NON-TICKETED</u> Gala's, Weddings, Quinceaneras, Conventions, Other	Thursday thru Saturday	Sunday thru Wednesday	
	\$5,000	\$5,000	
	September thru May		
	Thursday thru Saturday	Sunday thru Wednesday	
	\$8,000	\$5,000	

NON-PROFIT EVENT

- 501c3 from \$2,500
- Provide letter to City Commission with at least 45 days of notice.

NOTE: Rent does not include ancillary charges required: security

		Rate Per Day*	
		June thru August	
<u>TICKETED</u> Concerts/Sporting/Other	Thursday thru Saturday	Sunday thru Wednesday	
	\$5,000	\$3,000	
	September thru May		
	Thursday thru Saturday	Sunday thru Wednesday	
	\$5,000	\$3,000	

All Pre-Box tickets are due when doors open on day of show. Any Pre-Box tickets not turned in are the sole responsibility of the promoter.

NOTE: Rent does not include ancillary charges required: security

Half-Day Events	Rate
Breakfast - 6am-10am	\$ 1,000
Lunch - 11am - 3pm	\$ 1,000
Dinner - 5pm - 9pm	\$ 1,000

NOTE: Half-Day events will only be allowed so long as they do not interfere with daily rental events. Events that continue in duration than the time stated will incur a charge of \$150/hour over the stated time, starting the first minute over allotted time.

Rate per day includes set-up and/or take down day of use, unless there is no event the day of the set-up and/or take down, at which point it will be \$150/hour.

Day of event is defined, as 8:00 a.m. thru 2:00 a.m. DJ events must end at 2:00 a.m.

Charge for the use of the 2 projectors is \$150.00 each, per day. Charge for the use of the pipe drape/booths for Expos is \$1,000.00 per day.

PSJA school graduations and any other events including Church events or dinners non-profits events shall be held on Sunday thru Wednesday only.

Any all items brought into the venue for your event must be taken out after the event is over (for example decorations, catering items, etc.)

All Pre-Box tickets must be returned to the box office no LATER than 3:00 p.m. day of the event; any and all tickets not returned will be considered as sold tickets.

- a. In-House Promoter Exception** Dates may be reserved without deposit and rental fees reduced to \$2,500 for ticketed events; so long as the promoter commits - in writing - to bring four (4) events annually to the Events Center. In-House Promoter rates for Boxing and MMA style entertainment will apply to promoters holding three (3) events annually.
- b. Discount for In-Kind Media Rental Event.** Rental fees and security costs will be discounted \$0.50 per dollar in exchange for media promotional coverage of City and Events Center considered in-kind. Rental fees for media company promotional events will not be limited (rental fee may be \$0).
- c. Rental Deposit and Payment (Non-House Promoters).** Twenty-five percent (25%) of the rent must be paid to reserve a rental date. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Failure to timely pay in full may result in cancellation of the event without refund.
- d. Conflicting Reservation Date.** When two or more renters want to reserve the same date, priority will be given to the renter with a signed contract by the artist (or the artist's manager) that will be performing. If a deposit was provided and the date revoked due to the conflicting reservation date, the deposit will be returned. Costs incurred to move the event to another venue will not be the responsibility of the City.

- e. **Security Personnel.** All activities involving dancing, and the selling, serving and /or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and / or security personnel from a licensed and bonded security company.
- f. **Support Personnel Included in the Price.** Included in the price, if needed, the venue will provide each promoter / renter with the following personnel at the venue: three Box-Office, two Ticket-Scanners, two (2) Ushers, and a crew of 4 to set-up and / or takedown the layout for the event. Any additional staff will incur the greater of \$15/hour or actual cost. Layout will be discussed on a one to one basis one week prior to event. If layout needs changes after the layout has been done, this will fall solely on the rental party not on the venue employees. Venue staff will do the modification of the layout for an additional \$150 per hour.
- g. **Additional Rent Discount (Hotel / Motel Use).** The Rental Fee can be further discounted dollar for dollar on every Hotel / Motel room paid for the renter's occasion, limited to the night of the event. This discount is limited to no more than \$1,000. The Hotel / Motel must be located in Pharr city limits. A receipt must be provided identifying the PAYMENT of the rooms. The Pharr Events Center will not make reservations for any guests nor are rooms permitted to be reserved in the name of the Pharr Events Center.
- h. **Rental Rates 30 Days From Event (Non-Ticketed Events Only).** If there are no "Ticketed" events scheduled 30 days from the day of the proposed "Non-Ticketed" event, the "Non-Ticketed" rental rate will be \$5,000. Venue reserves the right to move any "Non-Ticketed" event 30 days prior to the event.

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 CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2016, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: June 7, 2016
TO: Juan G. Guerra, City Manager
FROM: Roel Garza, Director of Parks and Recreation *R. G.*

SUBJECT: Resolution on appointing one new Golf Course Advisory Board Member

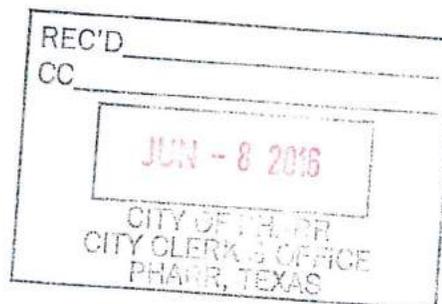
ISSUE

Mrs. Nancy Thomas 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 26, 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,

A handwritten signature in cursive script that reads "Nancy Thomas". The signature is written in black ink and includes a long horizontal flourish at the end.

Nancy Thomas



MEMORANDUM

DATE: June 7, 2016

TO: Juan G. Guerra, City Manager

FROM: Roel Garza, Director of Parks and Recreation *R. G.*

SUBJECT: Resolution on appointing one new Parks and Recreation
Advisory Board Member

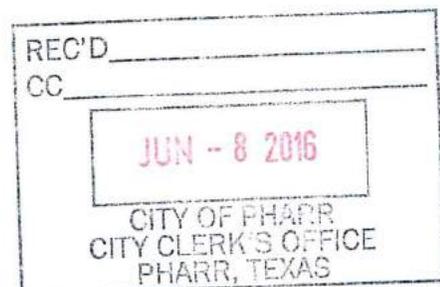
ISSUE

Mr. Javier H. Treviño has resigned from the Parks and Recreation 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



June 7, 2016

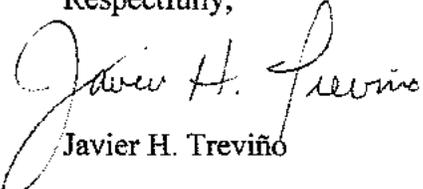
Parks and Recreation Advisory Board
City of Pharr
413 E. Clark
Pharr, TX 78577

Dear Mr. Garza

This letter serves as my immediate resignation from duties and responsibilities as a board member with the City of Pharr Parks and Recreation Department.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,


Javier H. Treviño

THE STATE OF TEXAS

§

RESOLUTION

COUNTY OF HIDALGO

§

NO. R-2016-_____

CITY OF PHARR

§

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine members who shall be residents of the City of Pharr and serve a term of two years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, a vacancy has occurred as a result of Javier H. Trevino's resignation as member of the Parks and Recreation Committee; and

WHEREAS, appointment of one (1) member is needed for the remainder of the unexpired term; and

WHEREAS, such member shall assume the duties, responsibilities, and powers provided by city ordinance.

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

The following person is hereby appointed as member of the Parks and Recreation Committee of the City of Pharr.

NAME:

LENGTH OF TERM:

1. _____

(Unexpired Term) 11-01-17

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of June, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: June 13, 2016 Date of Meeting: June 20, 2016

TO: Mayor and Commissioners
FROM: Adolfo Garcia, Library Director



REC'D
 JUN 15 2016
 CITY OF PHARR
 CITY CLERK'S OFFICE
 PHARR, TEXAS

Subject: Re-appointment/ appointment to library board

ISSUE

Due to term expiration of the listed library board members, library staff is requesting to the city commission for the re-appointments and/or new appointments of members to the library board.

#	OFFICERS	NAME	ADDRESS	ORIG. APPT.	Re-appointed	EXP. DATE
1	President	Aida Escobar	1225 S. Azalea	8/21/2007	9/20/2011	8/21/2012
2		Enriqueta Brewster	122 E. Butler	10/2/1990	9/20/2011	6/3/2013
3	Secretary	Anita Vela	300 S. Cypress Cir.	9/20/2011		6/3/2013
4		Mary Q. Gonzalez	341 O'Hara	2/7/2006	9/20/2011	6/3/2013
5		Diana Farias	1311 S Dogwood	10/01/1996	9/20/2011	6/3/2013
6		Leonila Izaguirre	1202 E. Maurer	10/2/2012		6/3/2013
7		Emma Rosalez-Garcia	903 W. Hall Acres	6/3/2014		6/3/2016
8	Ex Officio	City Commissioner	Vacant			

FINANCIAL CONSIDERATION: N/A

STAFF RECOMMENDATION

The listed library board members have expressed their interest in continuing to serve as library board members. Library staff recommends that all listed members be reappointed to the library board. Library board members are appointed for a 2 year term. One member of the city commission serves on the board as an Ex Officio member for a 2 year term.

ALTERNATIVES

City Commission recommends new library board members.

THANK YOU

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

RESOLUTION
NO: R-2016-_____

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007 by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of Aida Escobar, Enriqueta Brewster, Anita Vela, Mary Q. Gonzalez, Diana Farias, Leonila Aguirre, and Emma Rosalez-Garcia have expired; and

WHEREAS, appointment/re-appointment of seven (7) members need to be made at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT: the following residents of the City of Pharr are hereby appointed.

NAME:

LENGTH OF TERM:

2-year term

2-year term (ex-officio member)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of June, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



City Commission
Agenda MEMORANDUM

DATE: 6-15-2016

TO: Juan G. Guerra, City Manager

FROM: Raul Garza, GMCD

SUBJECT: CDBG Board Members Appointment/Re-appointment

ISSUE

- 1.) Re-appointment: Mr. Rene Cantu to Census Tract 215.
- 2.) Appointment of a New Board Member to Census Tract 217
(Mr. Hector Luna has submitted his letter of Resignation).

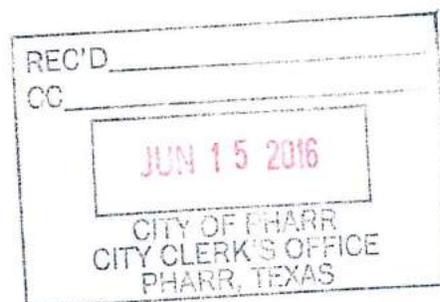
STAFF RECOMMENDATION

Staff recommends the Re-appointment of Mr. Rene Cantu for CT215 and defers to City Council for consideration of New Appointment to CT217.

See attached Map for CT217.

Please feel free to contact me with any questions

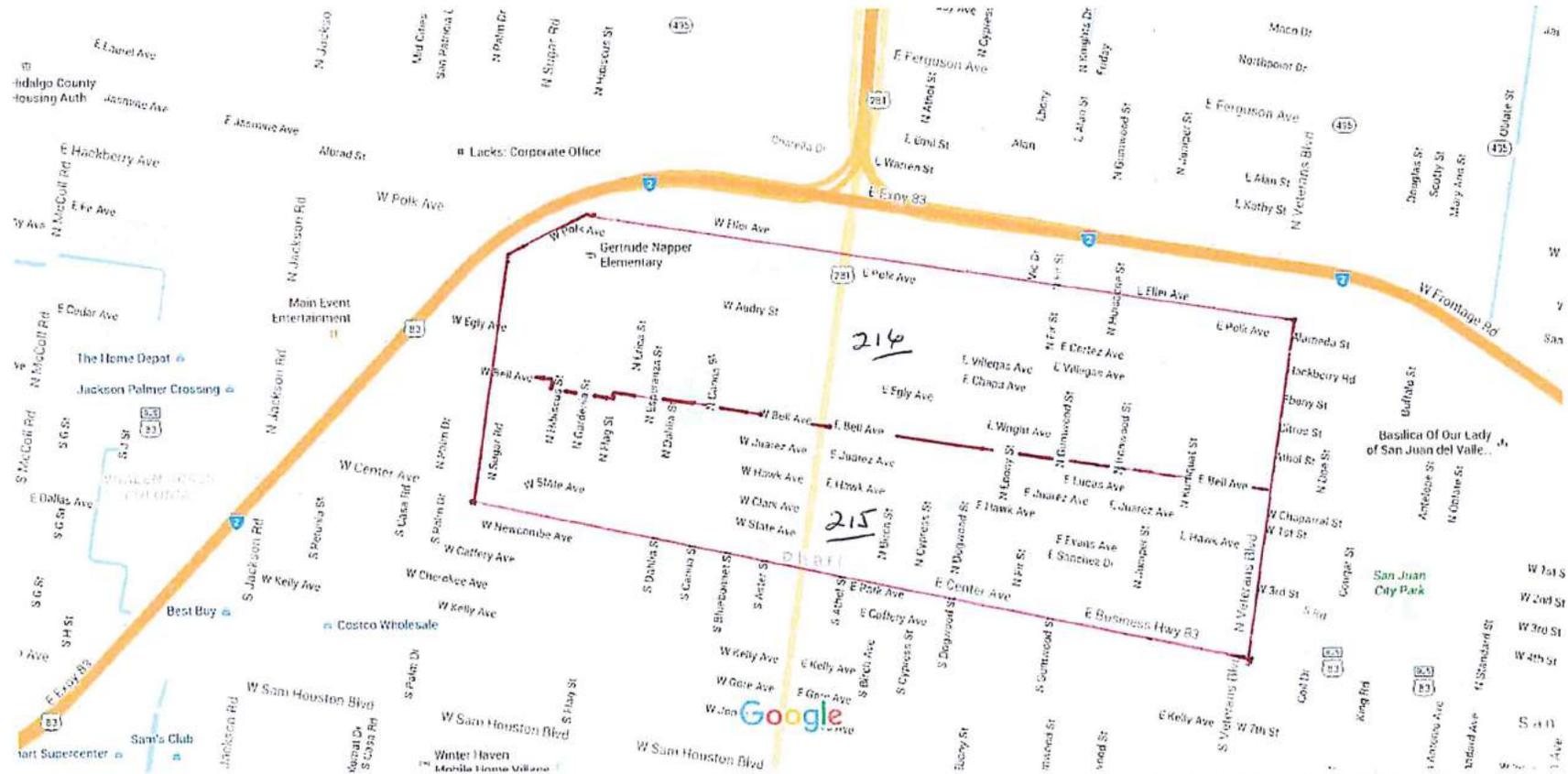
THANK YOU



COMMUNITY DEVELOPMENT COUNCIL (Sonia)

#	OFFICERS	NAME	ADDRESS	ORIG. APPT.	RE-APPOINTED	EXP. DATE	CENSUS TRACT
1	Chairman	Jose G. Rodriguez	244 Jean Dr.	7/3/1990	3/7/2016	3/19/2019	213
2		Sally Saucedo	5512 S. Belize Lane	7/2/2013	3/7/2016	3/19/2017	213
3	Secretary	Ruben Solis	402 S. Casa Rd.	8/6/1991	3/7/2016	3/19/2019	214
4		Lucio Gaitan	702 W. Kelly Ave.	3/24/2009	3/7/2016	3/19/2018	214
5		Norma Trevino	1001 N. Linden	3/7/2016		3/19/2017	215
6		Marco Gonzalez	912 E. Chapa	3/7/2016		3/19/2019	216
7		Danny Smith	409 E. Polk	7/2/2013	7/7/2016	3/19/2019	216
8		Belia Garcia	5600 N. Hiawatha St.	5/15/2000	3/17/2015	3/17/2017	217
9		Hector Luna	400 Iroquois	7/2/2013	3/7/2016	3/19/2017	217
10		Rene Cantu	720 W. State	6/7/2005	6/18/2013	6/18/2015	215
11		Rafael Z. Rivera	809 E. Tarrant	8/6/1991	3/17/2015	3/19/2017	At Large

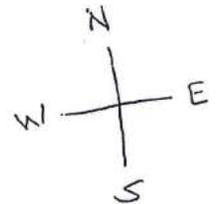
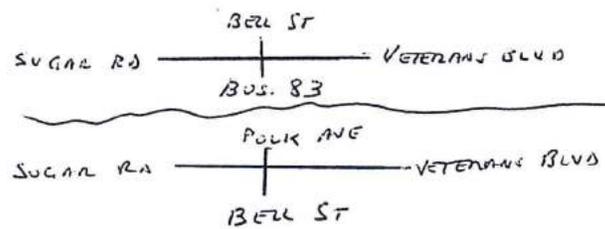
Google Maps



Google Maps

NAME
RENE CANTU

CENSUS TRACT
215



Hector Luna
400 Iroquois Ave.
Pharr, TX 78577
June 15, 2016

Sonia Barajas
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Dear Ms. Barajas,

I, Hector Luna, hereby notify the Community Development Block Grant Board of my resignation from the board. This resignation is effective immediately upon the date annotated above.

Thank you very much for the opportunity.

Sincerely,

Hector Luna



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 06/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and action, if any, on Resolution by the City of Pharr approving a resolution of the City Council of the City of Pharr, Texas ("City"), approving (I) the resolution of the Board of Directors of the Pharr Economic Development Corporation II ("Corporation") approving the entering into of a Loan Agreement, Promissory Note and Sales Tax Pledge Agreement with Lone Star National Bank ("Bank"); (II) a Sales Tax Remittance Agreement between the City and the Corporation ("Sales Tax Remittance Agreement"); (III) a Guaranty Agreement executed by the City for the benefit of the Bank ("City Guaranty"); and (IV) the authority of the Mayor to execute, on behalf of the City, a General Certificate of the City, Sales Tax Remittance Agreement and the City Guaranty, to support economic development projects

CLASSIFICATION: Public Hearing Consent Regular Closed Session
(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason?

Loan

ROUTING:

CITY ATTORNEY: P. Reyes

DATE: 6/14/16

ASSISTANT CITY MANAGER: [Signature]

DATE: 6-14-16

CITY MANAGER: _____

DATE: _____

REC'D
CC
[Signature]
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 06/20/16

SUBMITTED BY: Sergio COntreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and action, if any, on Resolution by the City of Pharr approving Guaranty of Loan and related items by the City of Pharr, Texas, for the benefit of Pharr Economic Development Corporation II to support economic development projects

CLASSIFICATION: Public Hearing Consent Regular Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason?

Loan

ROUTING:

CITY ATTORNEY: PR DATE: 6-14-16

ASSISTANT CITY MANAGER: [Signature] DATE: 6-14-16

CITY MANAGER: _____ DATE: _____

REC'D [Signature]
CC _____
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 06/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and action, if any, on Resolution by the City of Pharr approving a Sales Tax Remittance Agreement between the City of Pharr, Texas and Pharr Economic Development Corporation II, to support economic development projects.

CLASSIFICATION: Public Hearing Consent Regular Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason?

Loan

ROUTING:

CITY ATTORNEY: P. Riquelme DATE: 6-14-16

ASSISTANT CITY MANAGER: [Signature] DATE: 6-14-16

CITY MANAGER: _____ DATE: _____

REC'D [Signature]
CC
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

CITY OF PHARR

RESOLUTION NO. _____

On the 20th day of June 2016, at the regularly scheduled meeting of the City Commission of the City of Pharr, a motion was duly made and seconded to resell the properties described on the attached list, which were acquired by the City of Pharr through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Mayor of City of Pharr called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the City Commission of the City of Pharr approved the bids received on the properties described in the attached list and authorizes the Mayor of the City of Pharr to execute tax resale deeds conveying the approved properties.

SIGNED on this 20th day of June 2016.

Ambrosio Hernandez
Mayor

ATTEST:

Hilda Pedraza
City Clerk

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JUNE 7, 2016 TAX RESALE LIST
CITY OF PHARR

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER
T-2757-09-E 1	Lot No. 6, Block 18, Citrus Bay Subdivision, An Addition To The City Of Pharr, Texas According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated April 17, 1981 From Citrus Lake Development Corporation To Eduardo De La Parra Y. Echalaz A/K/A Eduardo De La Parra Y. Echalaz. Recorded In Volume 1774, Page 703, Real Property Records, Hidalgo County, Texas.	C4700-00-018-0006-00
T-2567-13-H 2	Lot 12, Block 2, Bustamente Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 12, Page 46, Map Records Of Hidalgo County, Texas.	B5400-00-002-0012-00
T-2014-13-G 3	Lots 5 And 6, Block 100, Third Addition To Hackberry Addition, An Addition In The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 7, Page 26, Map Records Of Hidalgo County, Texas.	H0450-00-100-0005-00
T-1456-12-A 4	The Northeast 2.33 Acres, More Or Less, Out Of Lot 375, Kelly Tract Subdivision, A Subdivision In The City Of Pharr, Hidalgo County, Texas, As Described In Clerk's File #1105302, Official Records Of Hidalgo County, Texas.	K2400-00-000-0375-00
T-1237-11-B 5	All Of Lot Eighteen (18), Of Villas Del Valle, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 5, 1990 In Volume 2936, Page 335, Document Number 169055, Official Records, Hidalgo County, Texas, Carried In Tax Rolls As VILLAS DEL VALLE LOT 18.	V3820-00-000-0018-00
T-1179-10-F 6	Lot 4, Block 20, Citrus Bay Subdivision, A/K/A Citrus Bay Unit No. 2, An Addition To The City Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And More Particularly Described In That Deed Dated March 7, 1981 From Citrus City Lake Development Corporation To Jorge Saide Handal And Wife Myrna Garza T. De Saide Recorded In Volume 1753, Page 314, Real Property Records, Hidalgo County, Texas.	C4700-00-020-0004-00
T-1107-14-D 7	Lot 14, Block 6, Hidalgo Park Estates, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 14, Page 12, Map Records Of Hidalgo County, Texas.	H2650-00-006-0014-00
T-0992-14-H 8	Lot One Hundred Fifteen (115), VILLA DEL NORTE SUBDIVISION, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In Volume 29, Page 34-B, Of The Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.	V3555-00-000-0115-00
T-840-10-A 9	Lot Ten (10), Block Eighteen (18), Original Townsite Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated June 25, 1935 From Martina Laredo To Alfonso Flores, Recorded In Volume 406, Page 216, Real Property Records, Hidalgo County, Texas.	P6400-00-018-0010-00
T-695-11-I 10	All Of Lot 27, Citrus Trails Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed With Vendor's Lien Recorded On May 8, 1998 In Document Number 675878, Official Records, Hidalgo County, Texas.	C5353-00-000-0027-00

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER
T-694-11-F 11	The West 108 Feet Of The East 248 Feet Of The North 100 Feet Of The East Half Of Block "B" Of The Adjacent Acreage To The Pharr Townsite In Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On January 6, 1958 In Volume 906, Page 341, Document Number 277, Deed Records, Hidalgo County, Texas, Carried In Tax Rolls As PHARR ADJACENT ACRES W108'-E248'-N100'-E 1/2 BLK B.	P6200-00-00B-0000-02
T-661-11-F 12	All Of Lot 180, La Quinta Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 18, 1995 In Document Number 463878, Official Records, Hidalgo County, Texas.	L1810-00-000-0180-00
T-560-11-B 13	Lot 78, South Creek Subdivision, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 39, Page 144, Map Records Of Hidalgo County, Texas.	S4225-00-000-0078-00
T-0557-13-E 14	All Of Lot 118, Crown Point Estates Phase 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Recorded In Volume 31, Page 63, Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.	C9520-02-000-0118-00
T-299-09-B 15	Lot 14, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.	C4700-00-015-0014-00
T-299-09-B 16	Lot 15, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.	C4700-00-015-0015-00
T-299-09-B 17	Lot 13, Block 15, Citrus Bay, Unit No. 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 19, Page 12, Map Records Of Hidalgo County, Texas.	C4700-00-015-0013-00
T-0063-13-J 18	Lot 10, Villa Espana Estates, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 36, Page 169B, Map Records Of Hidalgo County, Texas.	V3630-00-000-0010-00
T-058-10-B 19	Lot Two (2), Block Five (5), Hidalgo Park Estates, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated October 6, 1993 From Hidalgo Park Estates, Inc. To Jose Galindo (Amado), Recorded In Document No. 894753, Official Records, Hidalgo County, Texas	H2650-00-005-0002-00

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2757-09-E; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS EDUARDO DE LA PARRA Y. ECHALAZ

LEGAL DESCRIPTION: Lot No. 6, Block 18, Citrus Bay Subdivision, An Addition To The City Of Pharr, Texas According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated April 17, 1981 From Citrus Lake Development Corporation To Eduardo De La Parra Y. Echalaz A/K/A Eduardo De La Parra Y. Echalaz, Recorded In Volume 1774, Page 703, Real Property Records, Hidalgo County, Texas.

C4700-00-018-0006-00

PROPERTY LOCATION: 309 MEANDERING WAY

JUDGMENT DATE: Feb 23, 2012

DATE OF TAX SALE: Sept. 2, 2014

YEARS IN JUDGMENT: 1999-2011

SHERIFF'S DEED RECORDED: Nov. 12, 2014

AMOUNT OF JUDGMENT: \$15,365.43

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,555.00

AMOUNT OF BID: \$18,600.00

CURRENT APPRAISED VALUE: \$19,800.00

VALUE AT JUDGMENT: \$19,440.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$7,816.44	52%	\$8,863.40
City of Pharr	\$3,601.98	23%	\$3,920.35
South Texas I.S.D.	\$229.83	1%	\$170.45
South Texas College	\$488.45	3%	\$511.35
Hidalgo County	\$2,795.70	18%	\$3,068.10
Hidalgo Co. Drain. Dist. No. 1	\$433.03	3%	\$511.35

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577



ATTENTION
[Illegible text]

2016/05/24 21:45



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2567-13-H; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF PHARR AND SOUTH TEXAS COLLEGE VS RODOLFO ESCOBEDO DECEASED, ET AL

LEGAL DESCRIPTION: Lot 12, Block 2, Bustamente Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 12, Page 46, Map Records Of Hidalgo County, Texas.

B5400-00-002-0012-00

PROPERTY LOCATION: 910 E ELLER STREET

JUDGMENT DATE: June 15, 2015

DATE OF TAX SALE: Nov. 3, 2015

YEARS IN JUDGMENT: 1996-2014

SHERIFF'S DEED RECORDED: Dec. 21, 2015

AMOUNT OF JUDGMENT: \$13,723.62

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,908.00

AMOUNT OF BID: \$14,100.00

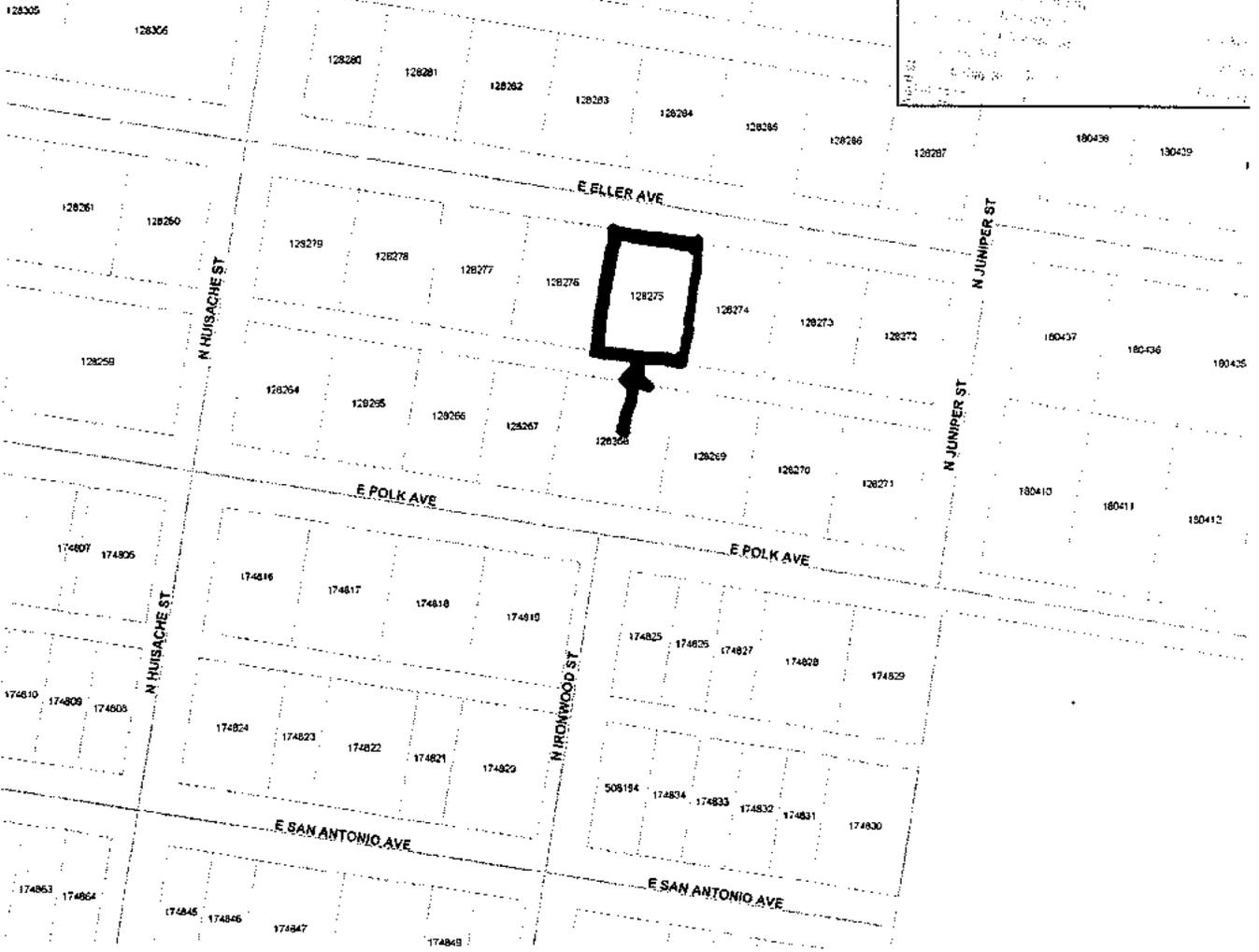
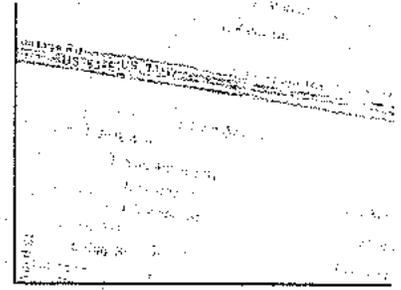
CURRENT APPRAISED VALUE: \$18,469.00

VALUE AT JUDGMENT: \$18,469.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$6,465.15	47%	\$5,730.24
City of Pharr	\$3,319.24	24%	\$2,926.08
South Texas I.S.D.	\$214.61	2%	\$243.84
South Texas College	\$686.32	5%	\$609.60
Hidalgo County	\$2,758.66	20%	\$2,438.40
Hidalgo Co. Drain. Dist. No. 1	\$279.64	2%	\$243.84

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2014-13-G; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF PHARR AND SOUTH TEXAS COLLEGE VS HORTENCIA ESTRADA

LEGAL DESCRIPTION: Lots 5 And 6, Block 100, Third Addition To Hackberry Addition, An Addition In The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 7, Page 26, Map Records Of Hidalgo County, Texas.
H0450-00-100-0005-00

PROPERTY LOCATION: E CHAPA AVENUE

JUDGMENT DATE: Aug. 27, 2015

DATE OF TAX SALE: Nov. 3, 2015

YEARS IN JUDGMENT: 1993-2014

SHERIFF'S DEED RECORDED: Dec. 21, 2015

AMOUNT OF JUDGMENT: \$28,418.15

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,931.00

AMOUNT OF BID: \$11,000.00

CURRENT APPRAISED VALUE: \$20,908.00

VALUE AT JUDGMENT: \$20,908.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$12,221.30	43%	\$3,899.67
City of Pharr	\$7,258.86	25%	\$2,267.25
South Texas I.S.D.	\$504.47	2%	\$181.38
South Texas College	\$1,343.11	5%	\$453.45
Hidalgo County	\$6,368.92	22%	\$1,995.18
Hidalgo Co. Drain. Dist. No. 1	\$721.49	3%	\$272.07

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: DM4 Realty Investments, 3607 N. 34th Lane, McAllen, TX 78501



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1456-12-A; VALLEY VIEW INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS GERARDO A. GUTIERREZ

LEGAL DESCRIPTION: The Northeast 2.33 Acres, More Or Less, Out Of Lot 375, Kelly Tract Subdivision, A Subdivision In The City Of Pharr, Hidalgo County, Texas, As Described In Clerk's File #1105302, Official Records Of Hidalgo County, Texas.
K2400-00-000-0375-00

PROPERTY LOCATION: SEE MAP, NO PHOTO LANDLOCKED

JUDGMENT DATE: Sept. 23, 2013

DATE OF TAX SALE: March 6, 2014

YEARS IN JUDGMENT: 2007-2012

SHERIFF'S DEED RECORDED: July 28, 2014

AMOUNT OF JUDGMENT: \$6,960.38

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,027.00

AMOUNT OF BID: \$73,000.00

CURRENT APPRAISED VALUE: \$90,870.00

VALUE AT JUDGMENT: \$22,033.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Valley View ISD	\$3,214.84	46%	\$33,107.58
City of Pharr	\$1,657.57	24%	\$17,273.52
South Texas I.S.D.	\$119.75	2%	\$1,439.46
South Texas College	\$366.91	5%	\$3,598.65
Hidalgo County	\$1,436.11	21%	\$15,114.33
Hidalgo Co. Drain. Dist. No. 1	\$165.20	2%	\$1,439.46

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Don P & Mary T. Dyer, 2011 W. Doffing Canal Road, Pharr, TX 78577

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1237-11-B; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS ALFREDO OLVERA, ET AL

LEGAL DESCRIPTION: All Of Lot Eighteen (18), Of Villas Del Valle, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 5, 1990 In Volume 2936, Page 335, Document Number 169055, Official Records, Hidalgo County, Texas, Carried In Tax Rolls As VILLAS DEL VALLE LOT 18.
V3820-00-000-0018-00

PROPERTY LOCATION: 500 SANTA ANGELA STREET

JUDGMENT DATE: April 29, 2013

DATE OF TAX SALE: Sept. 2, 2014

YEARS IN JUDGMENT: 1990-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2014

AMOUNT OF JUDGMENT: \$17,589.46

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,750.00

AMOUNT OF BID: \$14,500.00

CURRENT APPRAISED VALUE: \$24,716.00

VALUE AT JUDGMENT: \$20,322.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$9,032.99	52%	\$6,630.00
City of Pharr	\$3,856.44	22%	\$2,805.00
South Texas I.S.D.	\$262.67	1%	\$127.50
South Texas College	\$726.66	4%	\$510.00
Hidalgo County	\$3,338.90	19%	\$2,422.50
Hidalgo Co. Drain. Dist. No. 1	\$371.80	2%	\$255.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

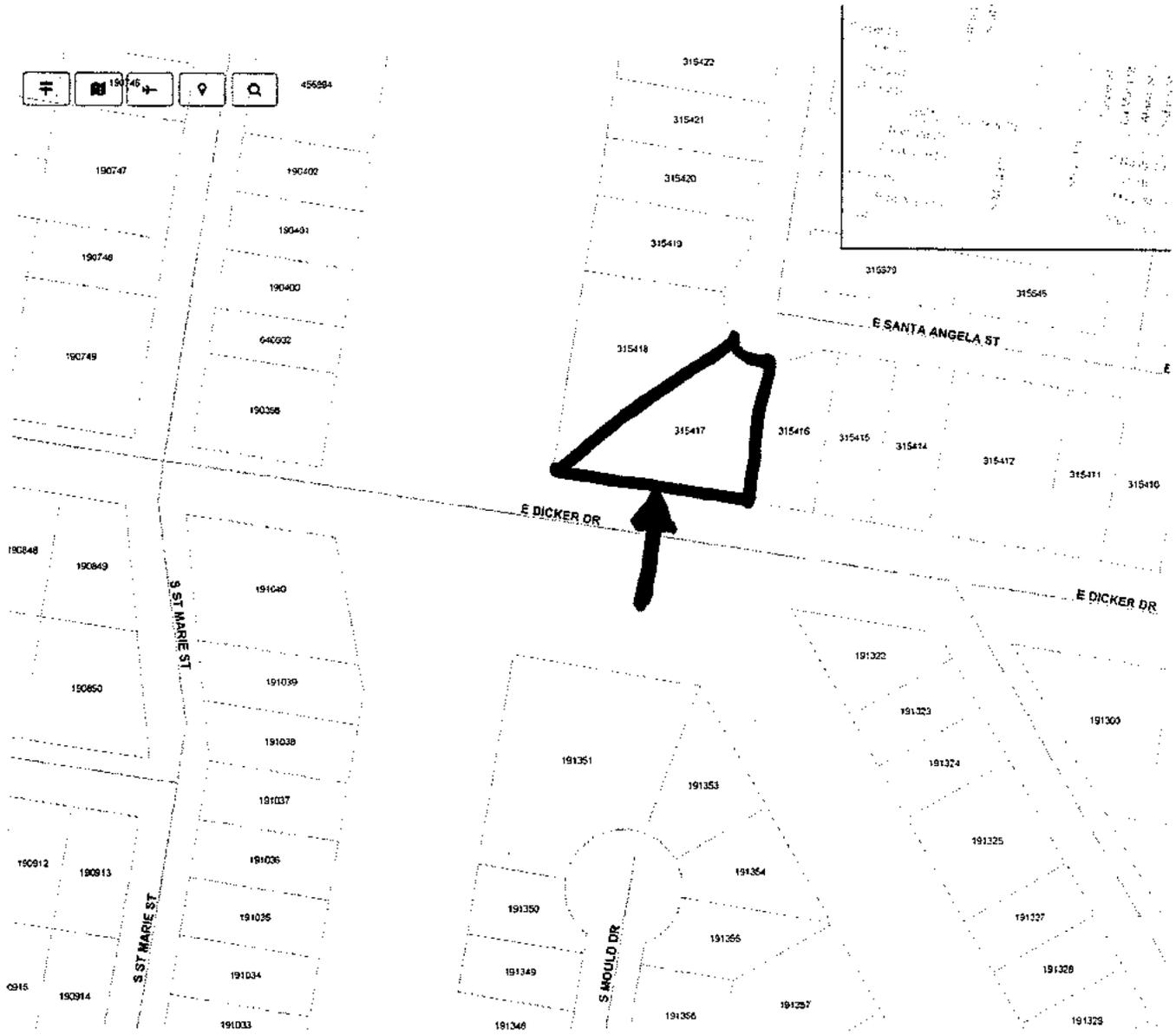
BIDDER: Charlie-Ray James Investments, 2606 N. Shary Road, Mission, TX 78572



ATTENTION

2007/07/20

T-1237-11-B



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1179-10-F; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS JORGE SAIDE HANDAL, ET. AL.

LEGAL DESCRIPTION: Lot 4, Block 20, Citrus Bay Subdivision, A/K/A Citrus Bay Unit No. 2, An Addition To The City Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And More Particularly Described In That Deed Dated March 7, 1981 From Citrus City Lake Development Corporation To Jorge Saide Handal And Wife Myrna Garza T. De Saide Recorded In Volume 1753, Page 314, Real Property Records, Hidalgo County, Texas.

C4700-00-020-0004-00

PROPERTY LOCATION: 219 MERRY WAY

JUDGMENT DATE: June 13, 2013

DATE OF TAX SALE: Sept. 2, 2014

YEARS IN JUDGMENT: 2000-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2014

AMOUNT OF JUDGMENT: \$14,016.78

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,871.00

AMOUNT OF BID: \$15,600.00

CURRENT APPRAISED VALUE: \$19,800.00

VALUE AT JUDGMENT: \$19,440.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$7,090.08	51%	\$7,001.79
City of Pharr	\$3,147.56	22%	\$3,020.38
South Texas I.S.D.	\$200.34	1%	\$137.29
South Texas College	\$666.24	5%	\$686.45
Hidalgo County	\$2,663.35	19%	\$2,608.51
Hidalgo Co. Drain. Dist. No. 1	\$249.21	2%	\$274.58

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577

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ATTENTION

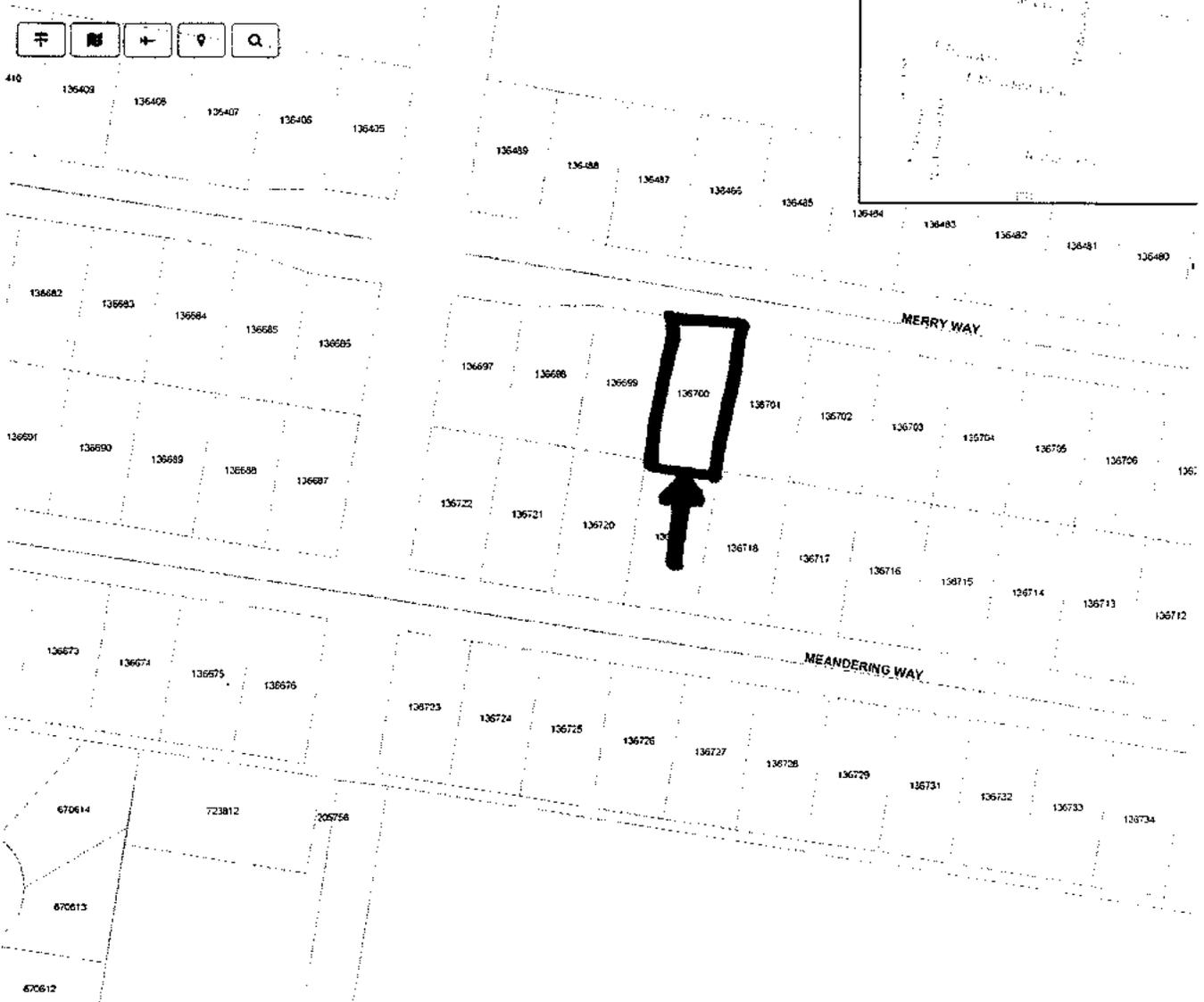
FOR PUBLIC INFORMATION
THE FOLLOWING INFORMATION IS
BEING PROVIDED FOR YOUR
REFERENCE

FOR INFORMATION ONLY
NO WARRANTY IS MADE

10/10/10

2016/05/24 21:41

T-1179-10 + F



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1107-14-D; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF PHARR AND SOUTH TEXAS COLLEGE VS REYNALDO IZAGUIRRE, ET AL

LEGAL DESCRIPTION: Lot 14, Block 6, Hidalgo Park Estates, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 14, Page 12, Map Records Of Hidalgo County, Texas.

H2650-00-006-0014-00

PROPERTY LOCATION: 204 JEFF DRIVE

JUDGMENT DATE: Nov. 19, 2015

DATE OF TAX SALE: March 1, 2016

YEARS IN JUDGMENT: 1997-2014

SHERIFF'S DEED RECORDED: April 26, 2016

AMOUNT OF JUDGMENT: \$9,764.18

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,300.00

AMOUNT OF BID: \$13,000.00

CURRENT APPRAISED VALUE: \$13,375.00

VALUE AT JUDGMENT: \$13,375.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$6,004.51	61%	\$6,527.00
City of Pharr	\$1,662.62	17%	\$1,819.00
South Texas I.S.D.	\$114.99	1%	\$107.00
South Texas College	\$377.12	4%	\$428.00
Hidalgo County	\$1,440.02	15%	\$1,605.00
Hidalgo Co. Drain. Dist. No. 1	\$164.92	2%	\$214.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

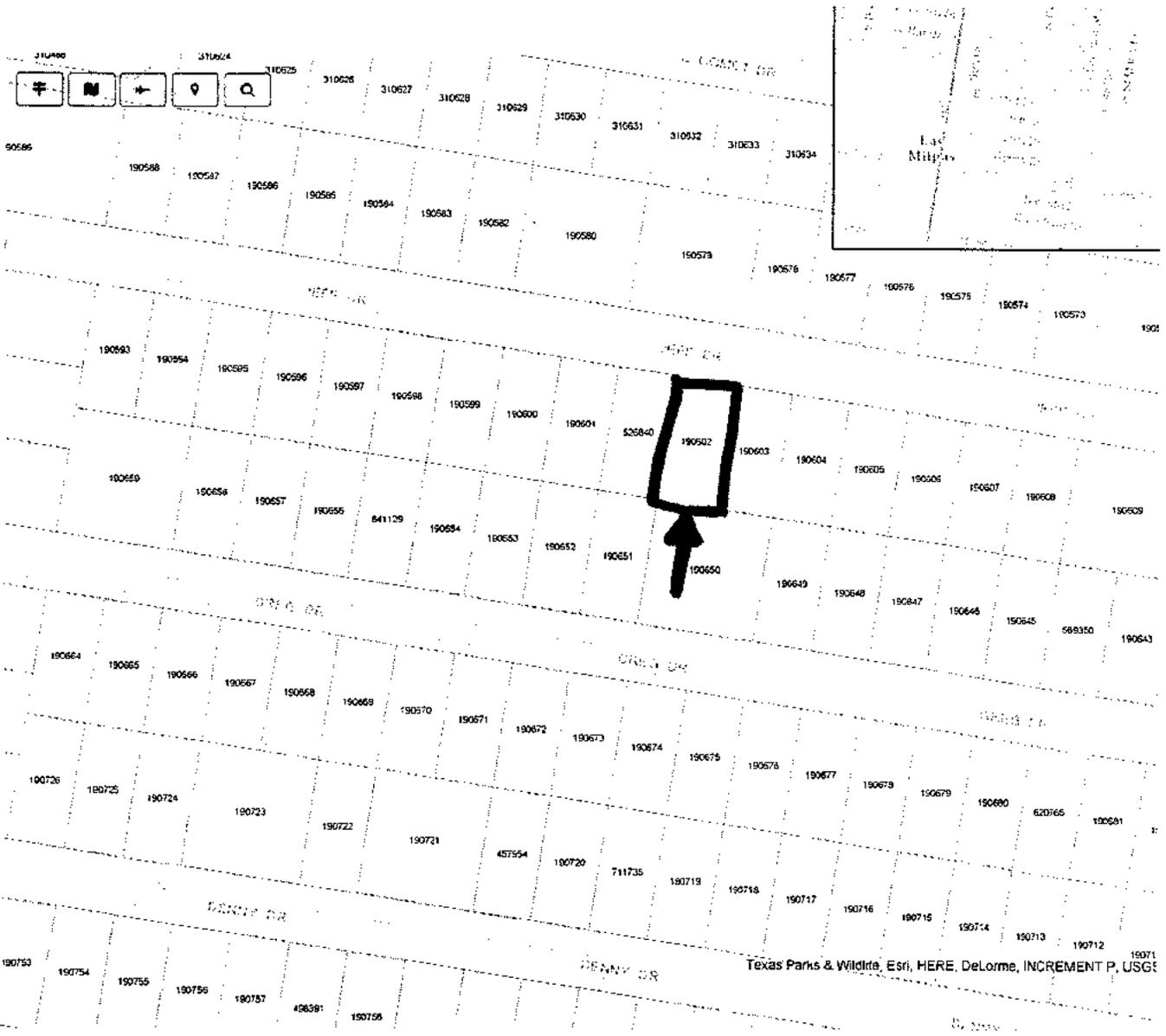
BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577



ATTENTION

2018/05/24 23:25

T-1107-14-D



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-0992-14-H; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF PHARR AND SOUTH TEXAS COLLEGE VS MARIA AMPARO RESENDEZ

LEGAL DESCRIPTION: Lot One Hundred Fifteen (115), VILLA DEL NORTE SUBDIVISION, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In Volume 29, Page 34-B, Of The Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.
V3555-00-000-0115-00

PROPERTY LOCATION: 401 FLORES STREET

JUDGMENT DATE: May 18, 2015

DATE OF TAX SALE: Nov. 3, 2015

YEARS IN JUDGMENT: 2001-2014

SHERIFF'S DEED RECORDED: Dec. 21, 2015

AMOUNT OF JUDGMENT: \$9,329.60

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,093.00

AMOUNT OF BID: \$15,100.00

CURRENT APPRAISED VALUE: \$20,237.00

VALUE AT JUDGMENT: \$20,237.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$5,142.92	55%	\$7,703.85
City of Pharr	\$1,813.08	19%	\$2,661.33
South Texas I.S.D.	\$141.77	2%	\$280.14
South Texas College	\$475.55	5%	\$700.35
Hidalgo County	\$1,570.76	17%	\$2,381.19
Hidalgo Co. Drain. Dist. No. 1	\$185.52	2%	\$280.14

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577

ATTENTION
FOR IMMEDIATE REMOVAL OF
WASTE MATERIALS
FROM THIS AREA
SEEK IMMEDIATE ACTION
FOR THE PROTECTION OF
THE ENVIRONMENT

2016/07/24 23:17

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-840-10-A; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS MANUELA Z. DE FLORES, ET AL

LEGAL DESCRIPTION: Lot Ten (10), Block Eighteen (18), Original Townsite Of Pharr, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated June 25, 1935 From Martina Laredo To Alfonso Flores, Recorded In Volume 406, Page 216, Real Property Records, Hidalgo County, Texas.

P6400-00-018-0010-00

PROPERTY LOCATION: CLARK AVENUE

JUDGMENT DATE: Nov. 21, 2013

DATE OF TAX SALE: July 7, 2015

YEARS IN JUDGMENT: 1996-2012

SHERIFF'S DEED RECORDED: Sept. 9, 2015

AMOUNT OF JUDGMENT: \$29,170.64

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,128.00

AMOUNT OF BID: \$20,500.00

CURRENT APPRAISED VALUE: \$32,423.00

VALUE AT JUDGMENT: \$34,699.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$16,609.05	56%	\$10,288.32
City of Pharr	\$5,450.64	19%	\$3,490.68
South Texas I.S.D.	\$475.32	2%	\$367.44
South Texas College	\$1,566.29	5%	\$918.60
Hidalgo County	\$4,631.54	16%	\$2,939.52
Hidalgo Co. Drain. Dist. No. 1	\$437.80	2%	\$367.44

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Land Grabber LLC, 550 W. 3 Mile Line, Palmhurst, TX 78573

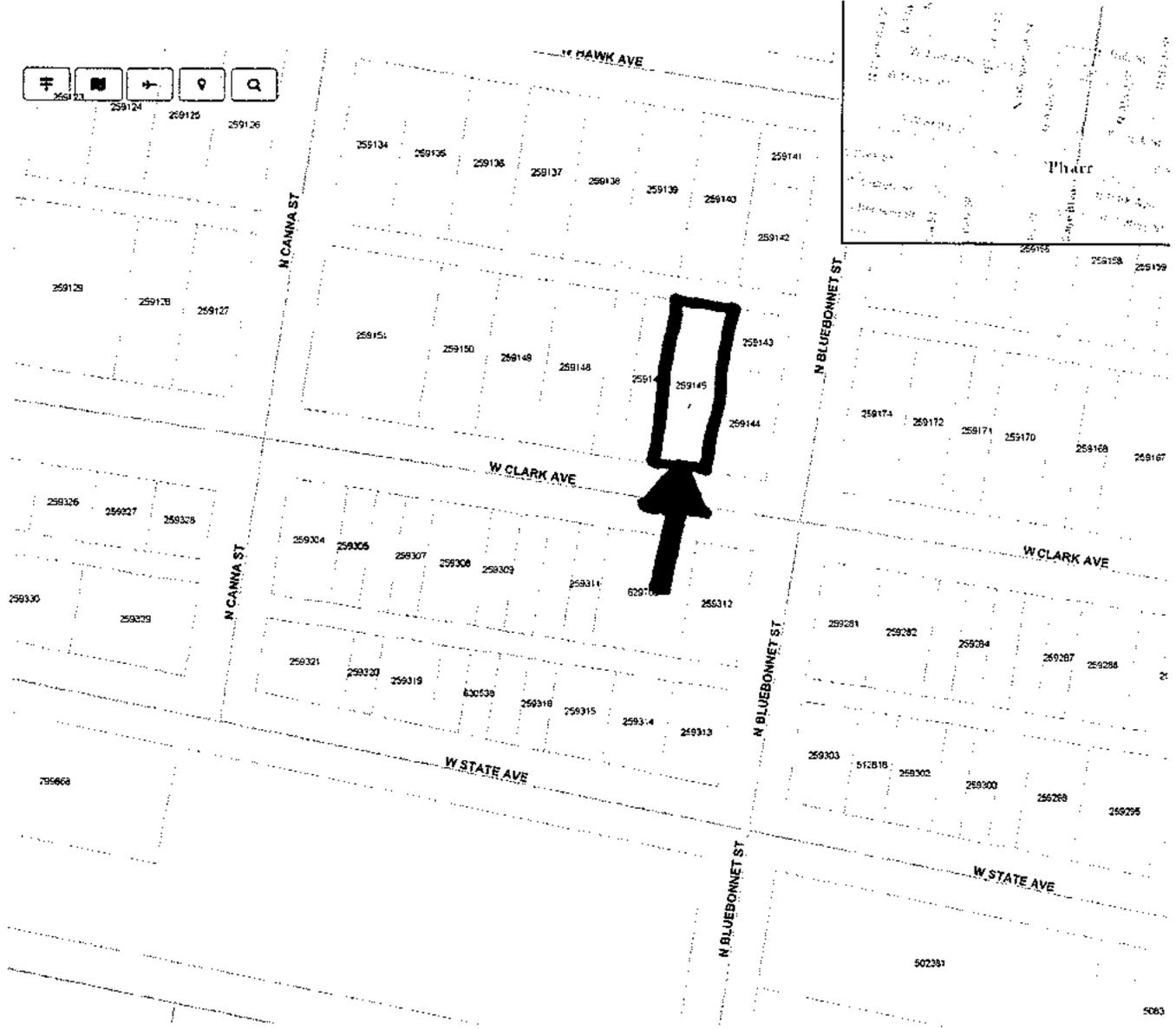
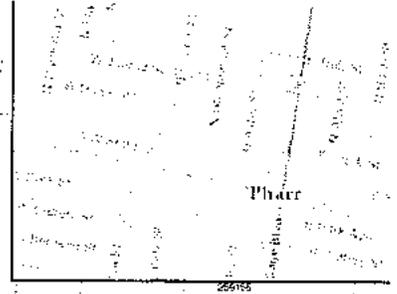
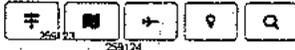
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ATTENTION

THIS IS A RESTRICTED AREA
NO UNAUTHORIZED PERSONS
ARE ALLOWED TO ENTER
OR REMAIN IN THIS AREA
VIOLATORS WILL BE PROSECUTED
BY THE POLICE DEPARTMENT

2016/05/24 22:05



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-695-11-1; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS ALICIA MARIA SANCHEZ, ET AL

LEGAL DESCRIPTION: All Of Lot 27, Citrus Trails Subdivision, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed With Vendor's Lien Recorded On May 8, 1998 In Document Number 675878, Official Records, Hidalgo County, Texas.

C5353-00-000-0027-00

PROPERTY LOCATION: WESTWARD TRAIL

JUDGMENT DATE: Aug. 19, 2014

DATE OF TAX SALE: Nov. 3, 2015

YEARS IN JUDGMENT: 1999-2013

SHERIFF'S DEED RECORDED: Dec. 21, 2015

AMOUNT OF JUDGMENT: \$15,710.80

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,477.00

AMOUNT OF BID: \$19,800.00

CURRENT APPRAISED VALUE: \$17,700.00

VALUE AT JUDGMENT: \$17,700.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$6,247.79	40%	\$6,929.20
City of Pharr	\$4,269.19	27%	\$4,677.21
South Texas I.S.D.	\$268.01	2%	\$346.46
South Texas College	\$946.10	6%	\$1,039.38
Hidalgo County	\$3,643.13	23%	\$3,984.29
Hidalgo Co. Drain. Dist. No. 1	\$336.58	2%	\$346.46

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Tax Ranch LLC, 3910 W. Freddy Gonzalez, Edinburg, TX 78539

ATTENTION

TAX RESALE FORECLOSURE

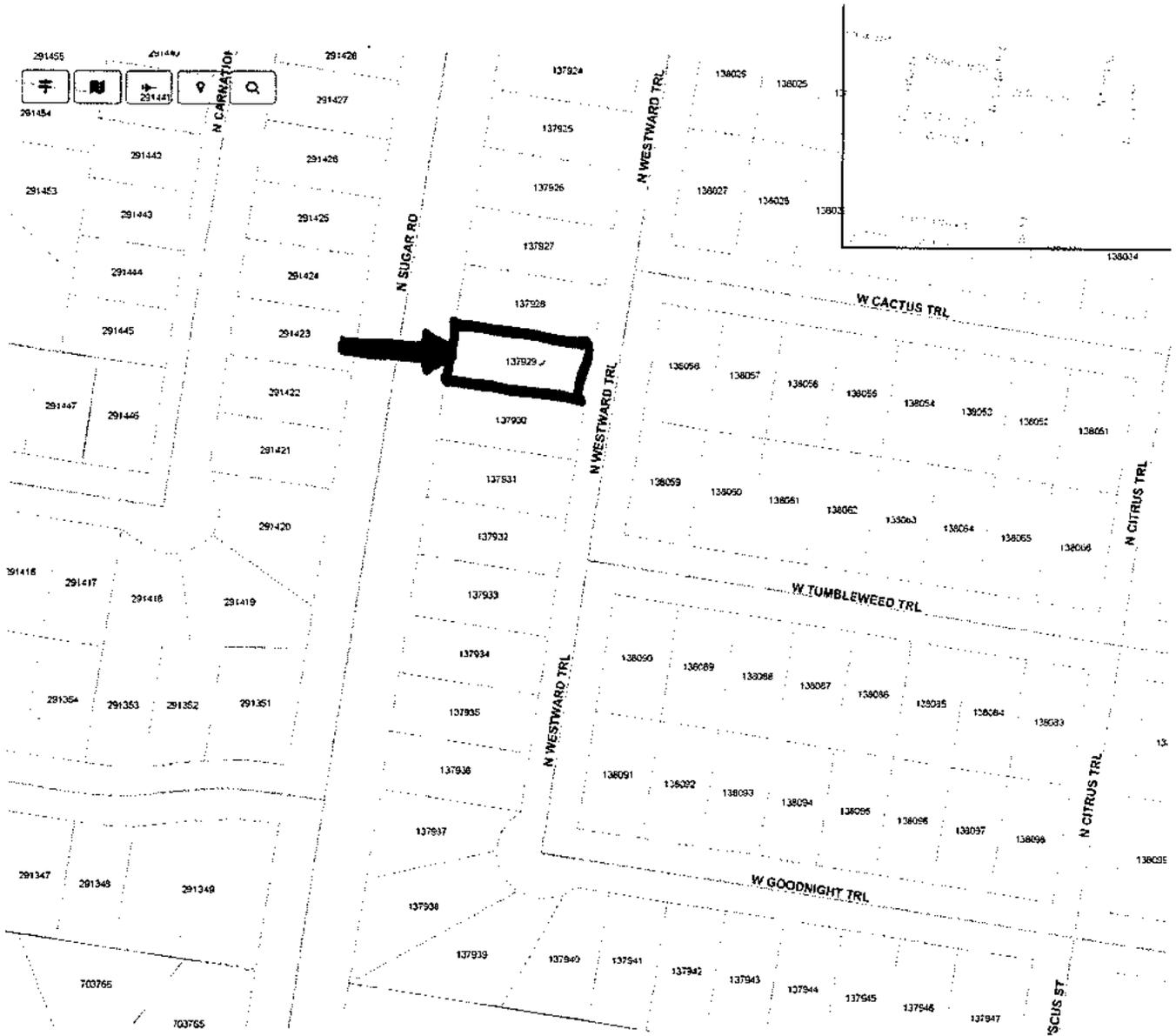
THIS PROPERTY HAS BEEN
FORSAKEN BY THE OWNER AND WILL BE
RESOLD AT PUBLIC AUCTION
ON 6/1/19

POWER OF ATTORNEY TO SELL ON JAN. 1, 1917
BY THE CITY CLERK OF THE CITY OF HOUSTON

TAX RESALE NO.	HOUSTON COUNTY NO. 4
105-11-1	105-11-1

2016/05/29 23:19

T-695-11-I



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-694-11-F; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS SERVANDE RAMIREZ

LEGAL DESCRIPTION: The West 108 Feet Of The East 248 Feet Of The North 100 Feet Of The East Half Of Block "B" Of The Adjacent Acreage To The Pharr Townsite In Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On January 6, 1958 In Volume 906, Page 341, Document Number 277, Deed Records, Hidalgo County, Texas, Carried In Tax Rolls As PHARR ADJACENT ACRES W108'-E248'-N100'-E 1/2 BLK B.

P6200-00-00B-0000-02

PROPERTY LOCATION: W EGLY STREET

JUDGMENT DATE: June 27, 2013

DATE OF TAX SALE: Sept. 2, 2014

YEARS IN JUDGMENT: 2002-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2014

AMOUNT OF JUDGMENT: \$14,406.29

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,130.00

AMOUNT OF BID: \$15,000.00

CURRENT APPRAISED VALUE: \$21,600.00

VALUE AT JUDGMENT: \$21,600.00

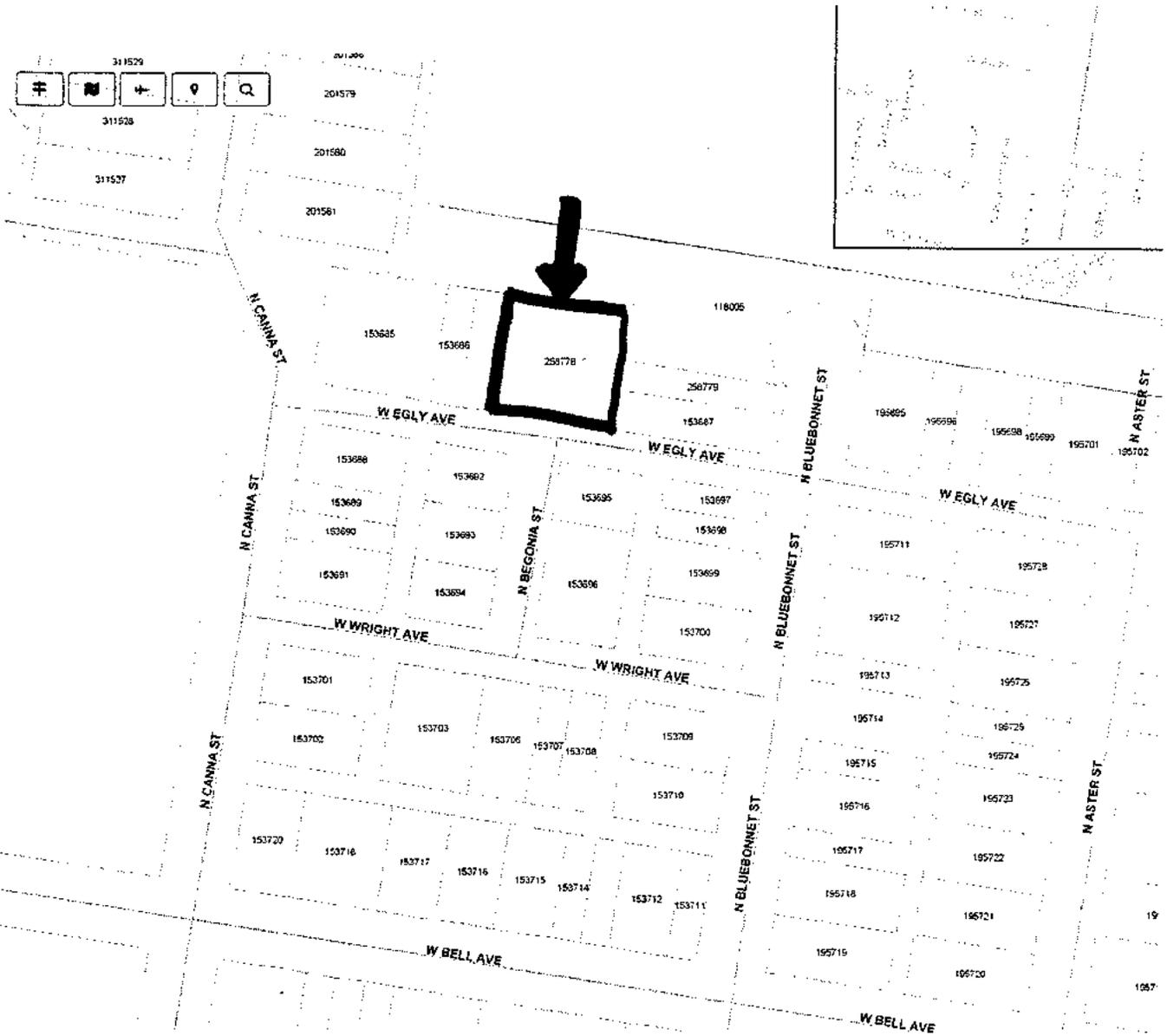
Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$7,295.57	50%	\$6,435.00
City of Pharr	\$2,969.70	21%	\$2,702.70
South Texas I.S.D.	\$217.12	2%	\$257.40
South Texas College	\$770.47	5%	\$643.50
Hidalgo County	\$2,876.22	20%	\$2,574.00
Hidalgo Co. Drain. Dist. No. 1	\$277.21	2%	\$257.40

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: James P. Atkins, 2408 Kiwi Avenue, McAllen, TX 78504

15921400

2018/05/24 22:18



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-661-11-F; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS ARTURO ALANIZ, JR.

LEGAL DESCRIPTION: All Of Lot 180, La Quinta Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas, And Being More Particularly Described In That Warranty Deed Recorded On July 18, 1995 In Document Number 463878, Official Records, Hidalgo County, Texas.

L1810-00-000-0180-00

PROPERTY LOCATION: W EGLY AVENUE

JUDGMENT DATE: March 14, 2014

DATE OF TAX SALE: Sept. 2, 2014

YEARS IN JUDGMENT: 1997-2013

SHERIFF'S DEED RECORDED: Nov. 12, 2014

AMOUNT OF JUDGMENT: \$13,538.02

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,600.00

AMOUNT OF BID: \$20,000.00

CURRENT APPRAISED VALUE: \$17,774.00

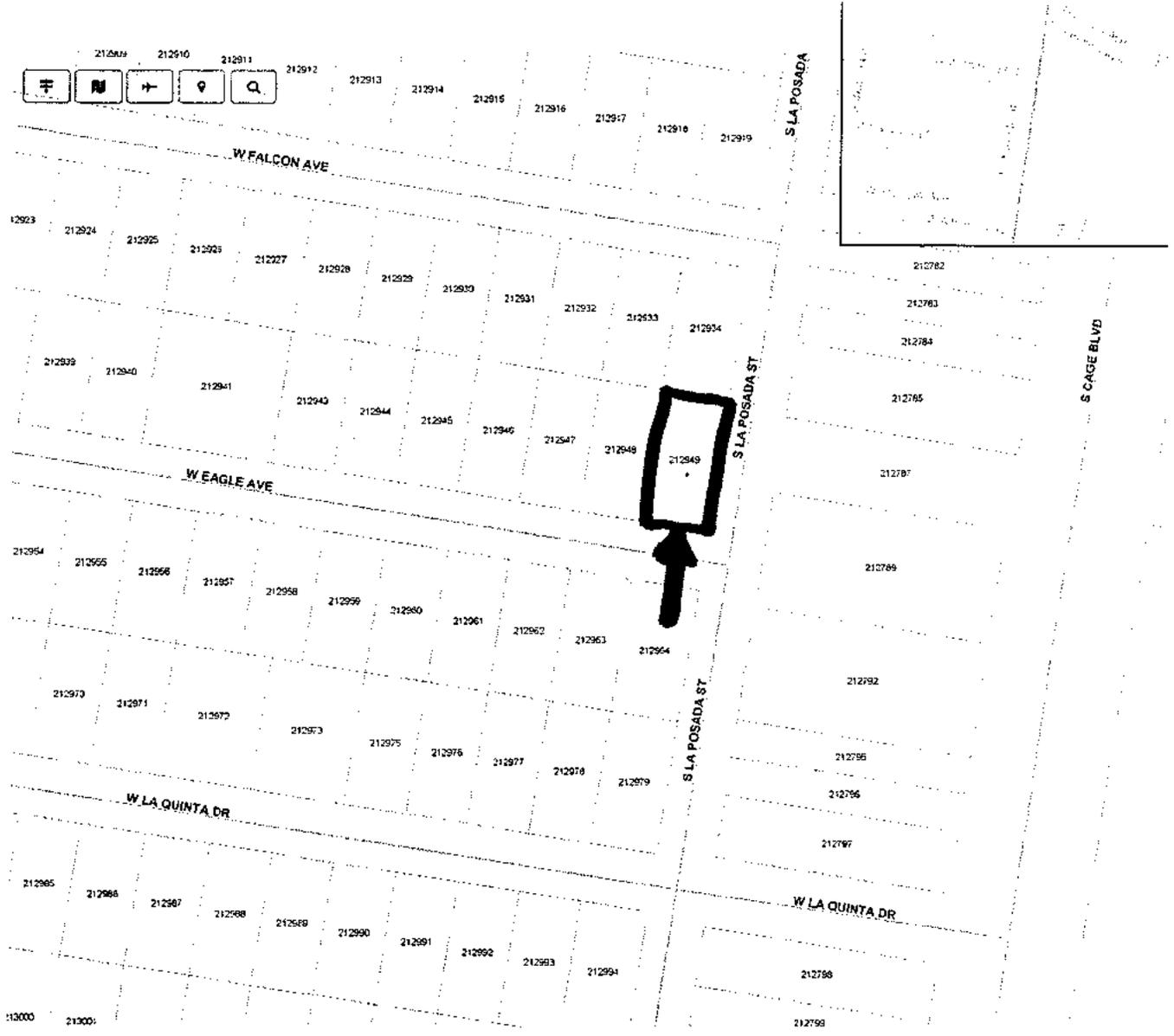
VALUE AT JUDGMENT: \$15,140.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$6,781.49	49%	\$9,016.00
City of Pharr	\$2,992.28	22%	\$4,048.00
South Texas I.S.D.	\$203.21	2%	\$368.00
South Texas College	\$654.84	5%	\$920.00
Hidalgo County	\$2,653.54	20%	\$3,680.00
Hidalgo Co. Drain. Dist. No. 1	\$252.66	2%	\$368.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Victor M. Alvarez, 811 Granada Avenue, Pharr, TX 78577





ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-560-11-B; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS PEDRO J. GARCIA FUNES

LEGAL DESCRIPTION: Lot 78, South Creek Subdivision, A Subdivision In Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 39, Page 144, Map Records Of Hidalgo County, Texas.

S4225-00-000-0078-00

PROPERTY LOCATION: 6201 GALAXY DRIVE

JUDGMENT DATE: March 18, 2015

DATE OF TAX SALE: July 7, 2015

YEARS IN JUDGMENT: 2006-2014

SHERIFF'S DEED RECORDED: Sept. 9, 2015

AMOUNT OF JUDGMENT: \$37,194.26

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,205.00

AMOUNT OF BID: \$40,500.00

CURRENT APPRAISED VALUE: \$69,434.00

VALUE AT JUDGMENT: \$77,159.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$17,848.87	47%	\$17,998.65
City of Pharr	\$9,062.11	24%	\$9,190.80
South Texas I.S.D.	\$636.24	2%	\$765.90
South Texas College	\$2,045.96	6%	\$2,297.70
Hidalgo County	\$6,766.23	18%	\$6,893.10
Hidalgo Co. Drain. Dist. No. 1	\$834.85	3%	\$1,148.85

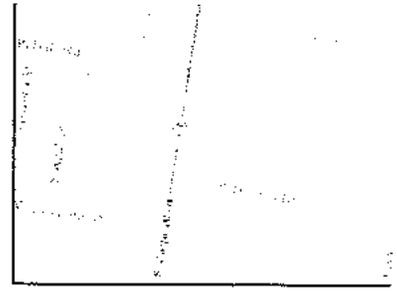
COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577



2016/05/24 23:00

T-560-11-B



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-0557-13-E; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS CRISANTO GARCIA, III

LEGAL DESCRIPTION: All Of Lot 118, Crown Point Estates Phase 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Recorded In Volume 31, Page 63, Map Records In The Office Of The County Clerk Of Hidalgo County, Texas.
C9520-02-000-0118-00

PROPERTY LOCATION: 3804 SILVER LANE

JUDGMENT DATE: Oct. 30, 2014

DATE OF TAX SALE: July 7, 2015

YEARS IN JUDGMENT: 1997-2013

SHERIFF'S DEED RECORDED: Sept. 9, 2015

AMOUNT OF JUDGMENT: \$18,109.40

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,166.00

AMOUNT OF BID: \$17,000.00

CURRENT APPRAISED VALUE: \$26,577.00

VALUE AT JUDGMENT: \$26,577.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$9,483.63	52%	\$8,233.68
City of Pharr	\$3,940.89	22%	\$3,483.48
South Texas I.S.D.	\$254.15	1%	\$158.34
South Texas College	\$816.55	5%	\$791.70
Hidalgo County	\$3,283.85	18%	\$2,850.12
Hidalgo Co. Drain. Dist. No. 1	\$330.33	2%	\$316.68

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Tax Ranch LLC, 3910 W. Freddy Gonzalez, Edinburg, TX 78539

ATTENTION

FOR RETAIL PURCHASE
THE PRODUCT HAS BEEN
FORMULATED TO BE USED AS
A DUST SUPPLEMENT
FOR CATTLE
FOR THE PREVENTION OF
ANEMIA AND OTHER
DEFICIENCIES

FOR FEEDING TO CATTLE	FOR FEEDING TO PORCINE
---------------------------------	----------------------------------

2018-05-24 21:11

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-299-09-B; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS KEENBE INVESTMENTS INC.

LEGAL DESCRIPTION: Lot 14, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.

C4700-00-015-0014-00

PROPERTY LOCATION: 410 PALM WAY

JUDGMENT DATE: Sept. 8, 2015

DATE OF TAX SALE: Dec. 1, 2015

YEARS IN JUDGMENT: 1987-2014

SHERIFF'S DEED RECORDED: Dec. 29, 2015

AMOUNT OF JUDGMENT: \$22,566.32

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,436.00

AMOUNT OF BID: \$15,100.00

CURRENT APPRAISED VALUE: \$19,800.00

VALUE AT JUDGMENT: \$

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$11,427.93	52%	\$6,585.28
City of Pharr	\$5,181.08	23%	\$2,912.72
South Texas I.S.D.	\$347.51	1%	\$126.64
South Texas College	\$753.74	3%	\$379.92
Hidalgo County	\$4,144.04	18%	\$2,279.52
Hidalgo Co. Drain. Dist. No. 1	\$712.02	3%	\$379.92

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577

ATTENTION

TAKE CARE TO NOT DISTURB

THIS AREA

IS A

RESTRICTED AREA

AND NO

ENTRY IS

PERMITTED

WITHOUT

PERMISSION

FROM

THE

APPROPRIATE

AUTHORITY

AGENCY

OR

OFFICIAL

2016/05/24 21:31

T-299-09-B
Tract #1



N RIR ST

672878

TANGELO WAY

N TROPICAL

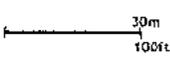


PALM WAY

N TROPICAL WAY

MEANDERING WAY

N TROPICAL WAY



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-299-09-B; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS KEENBE INVESTMENTS INC.

LEGAL DESCRIPTION: Lot 15, Block 15, Citrus Bay Subdivision, An Addition To The City Of Pharr, Hidalgo County, Texas, As Described In Volume 1754, Page 55, Deed Records Of Hidalgo County, Texas.

C4700-00-015-0015-00

PROPERTY LOCATION: 412 PALM WAY

JUDGMENT DATE: Sept. 8, 2015

DATE OF TAX SALE: Dec. 1, 2015

YEARS IN JUDGMENT: 1987-2014

SHERIFF'S DEED RECORDED: Dec. 29, 2015

AMOUNT OF JUDGMENT: \$22,566.32

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,436.00

AMOUNT OF BID: \$15,100.00

CURRENT APPRAISED VALUE: \$19,800.00

VALUE AT JUDGMENT: \$19,800.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$11,427.93	51%	\$6,458.64
City of Pharr	\$5,181.08	23%	\$2,912.72
South Texas I.S.D.	\$347.51	2%	\$253.28
South Texas College	\$753.74	3%	\$379.92
Hidalgo County	\$4,144.04	18%	\$2,279.52
Hidalgo Co. Drain. Dist. No. 1	\$712.02	3%	\$379.92

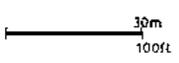
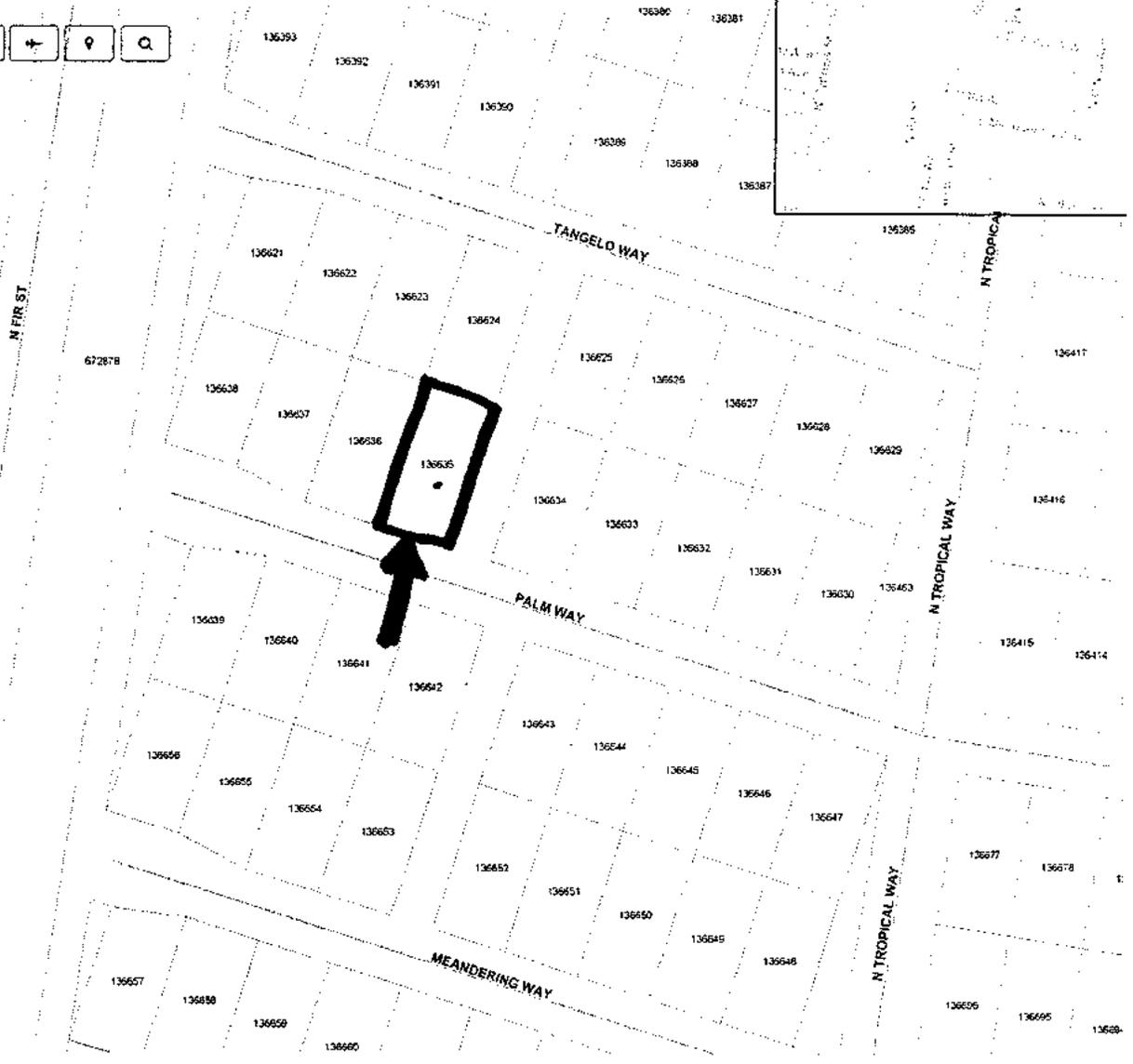
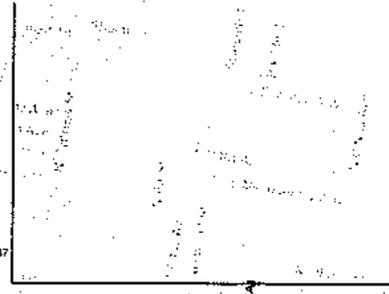
COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577

ATTENTION

2016/05/24 21:31

T-299-09-B
Tract #2



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-299-09-B; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS KEENBE INVESTMENTS INC.

LEGAL DESCRIPTION: Lot 13, Block 15, Citrus Bay, Unit No. 2, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 19, Page 12, Map Records Of Hidalgo County, Texas.
C4700-00-015-0013-00

PROPERTY LOCATION: 408 PALM WAY

JUDGMENT DATE: Sept. 8, 2015

DATE OF TAX SALE: Dec. 1, 2015

YEARS IN JUDGMENT: 1987-2014

SHERIFF'S DEED RECORDED: Dec. 29, 2015

AMOUNT OF JUDGMENT: \$19,062.78

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,436.00

AMOUNT OF BID: \$19,100.00

CURRENT APPRAISED VALUE: \$19,800.00

VALUE AT JUDGMENT: \$19,800.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$9,720.37	51%	\$8,498.64
City of Pharr	\$4,332.24	23%	\$3,832.72
South Texas I.S.D.	\$283.02	1%	\$166.64
South Texas College	\$753.74	4%	\$666.56
Hidalgo County	\$3,534.16	19%	\$3,166.16
Hidalgo Co. Drain. Dist. No. 1	\$439.25	2%	\$333.28

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC, 409 E. Ridge Road, Pharr, TX 78577

ATTENTION

TAX REALE FORECLOSURE

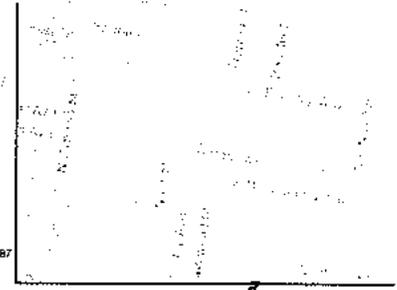
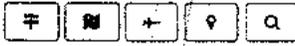
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 6-7-16

FOR MORE INFORMATION CALL US AT (714) 710-1107
OR VISIT OUR WEBSITE WWW.WELSON.COM

TAX REALE NO.	WELSON CREDIT CLASS E
1-211-015	1500000000
	200 S. PINE CREEK AVE
	EDINBURGH, TX 77539

2016/06/24 21:31

T-299-09-B
Tract #3



N RIB ST.

672878

TANGALO WAY

N TROPICAL



PALM WAY

N TROPICAL WAY

MEANDERING WAY

N TROPICAL WAY



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-0063-13-J; PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE VS MARIA ELENA ARCE RAMIREZ

LEGAL DESCRIPTION: Lot 10, Villa Espana Estates, An Addition To The City Of Pharr, Hidalgo County, Texas, According To The Map Or Plat Thereof, Recorded In Volume 36, Page 169B, Map Records Of Hidalgo County, Texas.

V3630-00-000-0010-00

PROPERTY LOCATION: 1602 CALLE ESPANA

JUDGMENT DATE: Sept. 24, 2015

DATE OF TAX SALE: March 1, 2016

YEARS IN JUDGMENT: 2004-2014

SHERIFF'S DEED RECORDED: April 26, 2016

AMOUNT OF JUDGMENT: \$16,226.72

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$1,337.00

AMOUNT OF BID: \$21,500.00

CURRENT APPRAISED VALUE: \$34,321.00

VALUE AT JUDGMENT: \$34,321.00

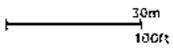
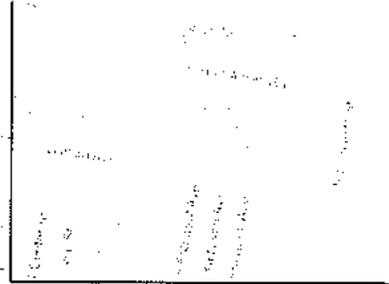
Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$7,836.94	48%	\$9,678.24
City of Pharr	\$3,541.43	22%	\$4,435.86
South Texas I.S.D.	\$263.40	2%	\$403.26
South Texas College	\$881.64	5%	\$1,008.15
Hidalgo County	\$3,340.44	21%	\$4,234.23
Hidalgo Co. Drain. Dist. No. 1	\$362.87	2%	\$403.26

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Arthur V. Torres, 1000 E. Vermont Avenue, Unit 1106 McAllen, TX 78503



T-0063-13-J



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-058-10-B; HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND CITY OF PHARR VS JOSE (AMADO) GALINDO

LEGAL DESCRIPTION: Lot Two (2), Block Five (5), Hidalgo Park Estates, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In The Office Of The County Clerk Of Hidalgo County, Texas And More Particularly Described In That Deed Dated October 6, 1993 From Hidalgo Park Estates, Inc. To Jose Galindo (Amado), Recorded In Document No. 894753, Official Records, Hidalgo County, Texas.

H2650-00-005-0002-00

PROPERTY LOCATION: 304 JEAN DRIVE

JUDGMENT DATE: Aug. 5, 2013

DATE OF TAX SALE: Feb. 3, 2015

YEARS IN JUDGMENT: 1989-2012

SHERIFF'S DEED RECORDED: April. 17, 2015

AMOUNT OF JUDGMENT: \$11,697.94

DATE OF TAX RESALE: June 7, 2016

COSTS OF SALE: \$2,159.00

AMOUNT OF BID: \$14,100.00

CURRENT APPRAISED VALUE: \$12,500.00

VALUE AT JUDGMENT: \$15,353.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo ISD	\$7,030.75	59%	\$7,045.19
City of Pharr	\$3,218.69	28%	\$3,343.48
South Texas I.S.D.	\$81.21	1%	\$119.41
South Texas College	\$256.90	2%	\$238.82
Hidalgo County	\$998.89	9%	\$1,074.69
Hidalgo Co. Drain. Dist. No. 1	\$111.50	1%	\$119.41

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Maria D. Mendoza, 312 Jean Drive, Pharr, TX 78577

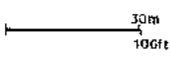
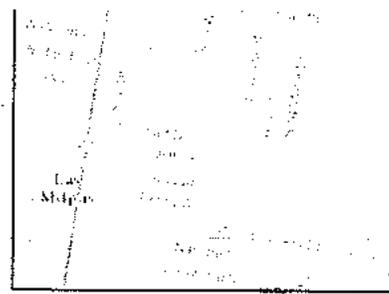
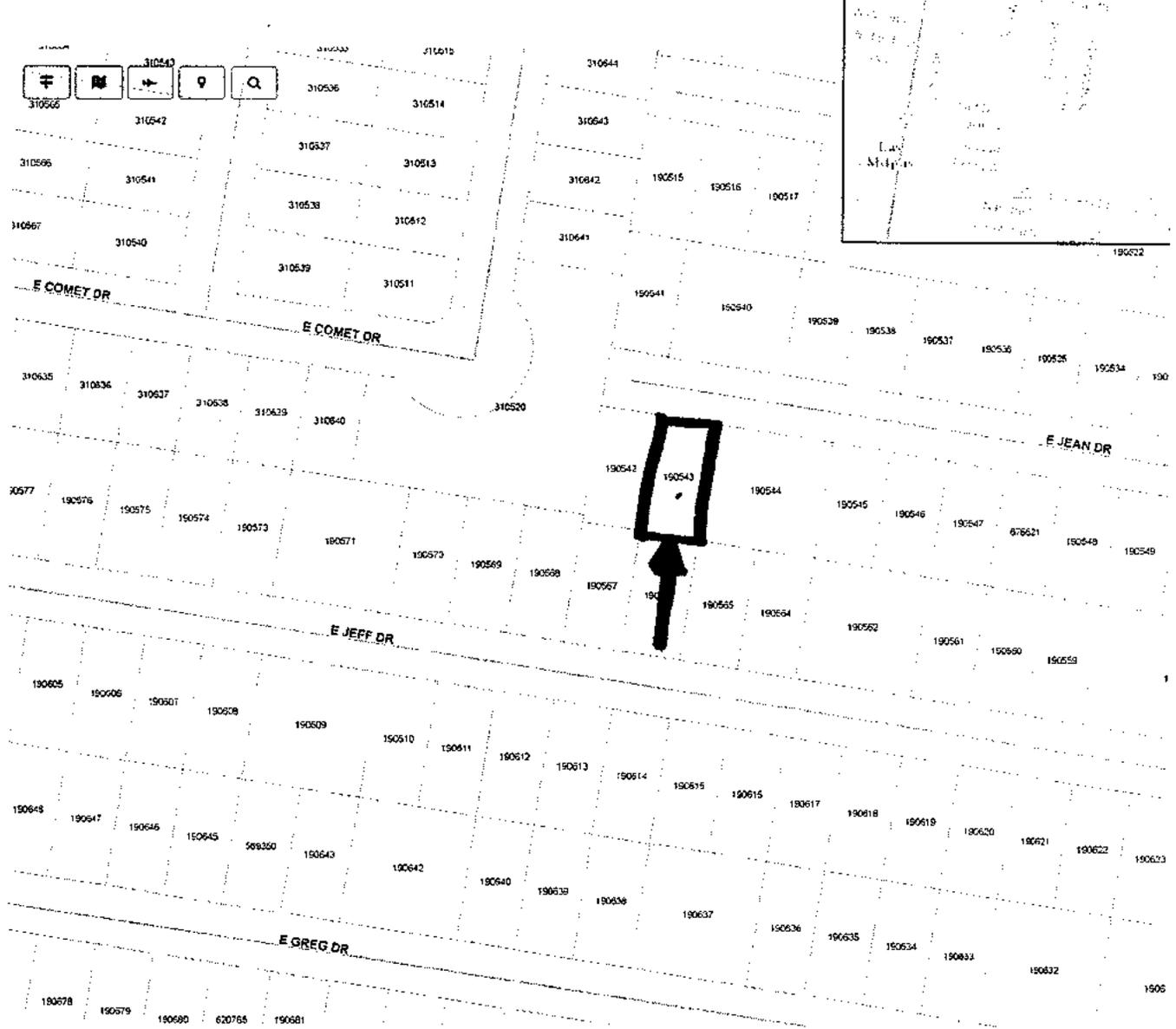
ATTENTION

THE ABOVE PROPERTY IS
THE PROPERTY OF THE
COUNTY OF LOS ANGELES
AND IS BEING SOLD BY
PUBLIC AUCTION ON
TUESDAY, JUNE 14, 2016
AT 10:00 AM AT THE
COUNTY CLERK'S OFFICE
100 N. GARDEN STREET, LOS ANGELES, CA 90012

TUESDAY, JUNE 14, 2016

2016/06/24 10:00

T-058-10-B





**CITY COMMISSION
AGENDA MEMORANDUM**

DATE: June 20, 2016

TO: Juan G. Guerra, City Manager

Handwritten initials in blue ink, possibly "JG" or "JG/G", located next to the "TO:" field.

FROM: Gary Rodriguez, Director Community Events

SUBJECT: Request for waiver of fees for Boggus Ford Events Center

ISSUE

The City of Pharr, through the Boggus Ford Events Center, is proposing a joint venture with Upfame Promotions as a pilot program; to support local musicians with an event titled Friday Night Honky Tonk, Friday July 22, 2016, while promoting the comfort, convenience and affordability of Pharr hotels with an evening of country music at the Boggus Ford Events Center; and the waiving of rental fees; with the specific intent of hosting guests and generating revenue for the City of Pharr through concession sales and services.

FINANCIAL CONSIDERATION

This waiver would be in lieu of the \$2,000.00 rental fee discount extended to In-House Promoters.

STAFF RECOMMENDATION

Staff recommends approval of this request as a trial vehicle for gauging community support for such entertainment through this pilot program.

ALTERNATIVES

The alternative would be to deny the request.

Please feel free to contact me with any questions

THANK YOU

“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

June 21, 2016

Texas Department of State Health Services

To Whom It May Concern,

I, Ambrosio Hernandez, City of Pharr Mayor, have reviewed the Health & Safety Code Chapter (HSC 773.573 B – 1, 2, & 3). This acknowledges that Texas EMS, LLC meets the aforementioned requirements of the Health & Safety Code and is eligible to provide Non-Emergency Medical Services in our City of Pharr.

If you have any questions and/or require additional information please do not hesitate to contact me at 956-402-4000.

Sincerely,

Ambrosio Hernandez, MD
Mayor, City of Pharr

1. Texas EMS will not interfere with or adversely affect the provision of emergency medical services provided by the current licensed emergency providers in the area. The company will be providing non-emergency services to the community which includes: dialysis, therapy, and doctor's appointments. It is also equipped to provide emergency services if asked by the city or the current emergency service provider.
2. The addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the existing emergency services provider. Texas EMS have trained emergency personnel and will be ready to respond and provide emergency services if a shortage was to occur.
3. The addition of another emergency service provider will not cause an oversupply of licensed emergency medical service providers in the city or county. Our operations are to medical facilities all south Texas and state wide. The fact that our services are run non-emergent having an addition of another EMS company shouldn't interfere with any other license EMS provider.

Added by Acts 2015, 84th Leg., R.S., Ch. 1226 (S.B. 1899), Sec. 5, eff. June 19, 2015.

Sec. 773.0572. (PROVISIONAL LICENSES. The executive commissioner by rule shall establish conditions under which an emergency medical services provider who fails to meet the minimum standards prescribed by this chapter may be issued a provisional license. The department may issue a provisional license to an emergency medical services provider under this chapter if the department finds that issuing the license would serve the public interest and that the provider meets the requirements of the rules adopted under this section. A nonrefundable fee of not more than \$30 must accompany each application for a provisional license.

Added by Acts 1991, 72nd Leg., ch. 14, Sec. 258, eff. Sept. 1, 1991.
Amended by Acts 1995, 74th Leg., ch. 915, Sec. 14, eff. Aug. 28, 1995; Acts 2003, 78th Leg., ch. 198, Sec. 2.84(g), eff. Sept. 1, 2003.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1533, eff. April 2, 2015.

Sec. 773.0573. LETTER OF APPROVAL FROM LOCAL GOVERNMENTAL ENTITY. (a) An emergency medical services provider applicant must obtain a letter of approval from:

(1) the governing body of the municipality in which the applicant is located and is applying to provide emergency medical services; or

(2) if the applicant is not located in a municipality, the commissioners court of the county in which the applicant is located and is applying to provide emergency medical services.

(b) A governing body of a municipality or a commissioners court of a county may issue a letter of approval to an emergency medical services provider applicant who is applying to provide emergency medical services in the municipality or county only if the governing body or commissioners court determines that:

(1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality or county;

(2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality or county; and

(3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality or county.

(c) An emergency medical services provider is prohibited from expanding operations to or stationing any emergency medical services vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under this section until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with:

(1) a contract awarded by another municipality or county for the provision of emergency medical services;

(2) an emergency response made in connection with an existing mutual aid agreement; or

(3) an activation of a statewide emergency or disaster response by the department.

(d) This section does not apply to:

(1) renewal of an emergency medical services provider license; or

(2) a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1089 (H.B. 3556), Sec. 3, eff. September 1, 2013.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1311 (S.B. 8), Sec. 9(c), eff. September 1, 2013.



MEMORANDUM

DATE: June 13, 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 deduct \$48,619.96 and 40 days to Foremost Paving contract for Jones Box Park Pedestrian Bridge Project.

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 40 days to be added to their contract due to rain delay. Inspector's daily reports verified the 40 days are justifiable.

FINANCIAL CONSIDERATION

Change Order is a deduction of **\$48,619.96**. See attached breakdown.

STAFF RECOMMENDATION

Staff recommends Change Order #1.

ALTERNATIVES



CHANGE ORDER

Contractor: Foremost Paving, Inc.

Change Order No.: 1

Project: Jones Box Park Pedestrian Bridge Project
Bid No. 1516-01-528-0008

Date: 06/03/2016

Notice to Proceed Date: 01/22/2016

Change Order Amount: -\$ 48,619.96

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

Adjust quantities and add work for seal joints, bollards, and fence. See attached spreadsheet.

Reason for Change Order:

Additional work and estimated quantities must be adjusted to reflect final quantities. See attached spreadsheet.

Contract Price

Contract Time(Calendar Days)

Original Contract:	<u>\$ 296,571.00</u>
Previous Change Order: (+/-)	<u>\$ 0.00</u>
This Change Order: (+/-)	<u>-\$ 48,619.96</u>
Revised Contract Amount:	<u>\$ 247,951.04</u>

Original Completion Date:	<u>05/21/2016</u>
Additional Days:	<u>40</u>
Revised Completion Date:	<u>06/30/2016</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:

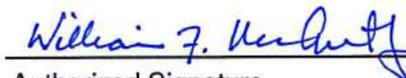
Foremost Paving, Inc.
Contractor


Authorized Signature

6-13-16
Date

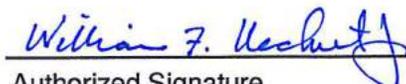
Recommended:

William F. Ueckert Jr., P.E.
Project Engineer


Authorized Signature

6/17/16
Date

William F. Ueckert Jr., P.E.
City Engineer


Authorized Signature

6/17/16
Date

Approved:

Juan Guerra
City Manager

Authorized Signature

Date

**JONES BOX PARK PEDESTRIAN BRIDGE PROJECT
 BID NO. 1516-01-528-0008**

ITEM NO.	DESCRIPTION	ESTIMATED				FINAL		BALANCE	
		QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	PREPARATION OF ROW AND DITCH CROSSING FOR INSTALLATION OF SIDEWALKS, CURB RAMPS, DRIVEWAYS, RIP-RAP, AND BRIDGE. TO INCLUDE REMOVAL OF EXISTING CONCRETE DRIVEWAY, FIXED BARRICADE, BOLLARDS, TREE REMOVAL AND TRIMMING, HAULING AND DISPOSAL OF ALL UNUSED MATERIALS, AND GRADING. ALL COMPLETE IN PLACE.	1	LS	\$8,000.00	\$8,000.00	1.0000	\$8,000.00	0.00	\$0.00
2	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY).	1	LS	\$5,000.00	\$5,000.00	1.0000	\$5,000.00	0.00	\$0.00
3	EROSION AND SEDIMENT CONTROL. ALL COMPLETE IN PLACE.	1	LS	\$5,000.00	\$5,000.00	1.0000	\$5,000.00	0.00	\$0.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING. ALL COMPLETE IN PLACE.	1	LS	\$3,000.00	\$3,000.00	1.0000	\$3,000.00	0.00	\$0.00
5	MAILBOX RELOCATION. ALL COMPLETE IN PLACE.	2	EA	\$200.00	\$400.00	2.0000	\$400.00	0.00	\$0.00
6	TRAFFIC SIGN RELOCATION. ALL COMPLETE IN PLACE.	1	EA	\$500.00	\$500.00	1.0000	\$500.00	0.00	\$0.00
7	SIDEWALKS (6' WIDE) (6" THICK); WITH REBAR REINFORCEMENT AND GRAVEL BEDDING (4" THICK). ALL COMPLETE IN PLACE.	322	SY	\$80.00	\$25,760.00	235.3400	\$18,827.20	-86.66	-\$6,932.80
8	TY 2 CURB RAMP WITH TRUNCATED DOMES. ALL COMPLETE IN PLACE.	1	EA	\$1,500.00	\$1,500.00	1.0000	\$1,500.00	0.00	\$0.00
9	TY 5 CURB RAMP WITH TRUNCATED DOMES. ALL COMPLETE IN PLACE.	1	EA	\$1,800.00	\$1,800.00	1.0000	\$1,800.00	0.00	\$0.00
10	CUSTOM SIDEWALK DRAIN. ALL COMPLETE IN PLACE.	1	EA	\$2,000.00	\$2,000.00	1.0000	\$2,000.00	0.00	\$0.00
11	FIXED BARRICADE TY 3 AND INSTALLATION. ALL COMPLETE IN PLACE.	2	EA	\$600.00	\$1,200.00	2.0000	\$1,200.00	0.00	\$0.00
12	CONCRETE DRIVEWAY WITH 6" OF CALICHE BASE.	23	SY	\$145.00	\$3,335.00	15.3100	\$2,219.95	-7.69	-\$1,115.05
13	REFL PAV MRK TY 1 (W) 12" (SLD) (100 MIL).	133	LF	\$17.00	\$2,261.00	131.0000	\$2,227.00	-2.00	-\$34.00
14	REFL PAV MRK TY 1 (W) 24" (SLD) (100 MIL); STOP BAR. ALL COMPLETE IN PLACE.	15	LF	\$17.00	\$255.00	13.0000	\$221.00	-2.00	-\$34.00
15	SOLAR POWERED LED LIGHT SYSTEM AND LUMINAIRE; LUMINAIRE (ARE-EDG-2MP-DA-08-E-UL-BZ-350-40K) - CREE EDGE BY CREE; ALUMINUM POLE - GREENWAY SERIES BY SOL. TO INCLUDE TRANSPORTATION TO SITE AND INSTALLATION. ALL COMPLETE IN PLACE.	2	EA	\$7,000.00	\$14,000.00	2.0000	\$14,000.00	0.00	\$0.00
16	REINFORCED CONCRETE RIP-RAP. ALL COMPLETE IN PLACE.	235	SY	\$160.00	\$37,600.00	299.9000	\$47,984.00	64.90	\$10,384.00
17	100' X 6' CLEAR SPAN BRIDGE OF UNPAINTED WEATHERING STEEL CONSTRUCTION; STEADFAST EXPRESS PEDESTRIAN BRIDGE (1006CNH SPECIFICATIONS) BY CONTECH CONSTRUCTION PRODUCTS, INC. TO INCLUDE TRANSPORTATION TO SITE. ALL COMPLETE IN PLACE.	1	EA	\$70,000.00	\$70,000.00	1.0000	\$70,000.00	0.00	\$0.00
18	DESIGN OF PILINGS, ABUTMENTS, AND ANCHOR BOLT EMBEDMENTS BY LICENSED ENGINEER.	1	LS	\$5,000.00	\$5,000.00	1.0000	\$5,000.00	0.00	\$0.00
19	CONSTRUCTION AND INSTALLATION OF PILINGS, ABUTMENTS, AND ANCHOR BOLT EMBEDMENTS. TO INCLUDE INSTALLATION OF BRIDGE ONTO SUPPORTS. ALL COMPLETE IN PLACE.	1	LS	\$35,000.00	\$35,000.00	1.0000	\$35,000.00	0.00	\$0.00
20	REINFORCED CONCRETE DECK (4" THICK)	68	SY	\$220.00	\$14,960.00	68.0000	\$14,960.00	0.00	\$0.00
21	CONTINGENCY ALLOWANCE	1	LS	\$60,000.00	\$60,000.00	0.02519817	\$1,511.89	-0.97	-\$58,488.11
TOTALS					\$296,571.00		\$240,351.04		-\$56,219.96

ITEM NO.	DESCRIPTION	ESTIMATED				FINAL		BALANCE	
		QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	SEAL JOINTS	2	EA	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0.00	\$ -
2	BOLLARDS	2	EA	\$ 1,700.00	\$ 3,400.00	2	\$ 3,400.00	0.00	\$ -
3	FENCE	1	LS	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	0.00	\$ -
					\$ 7,600.00		\$ 7,600.00		\$ -

CHANGE ORDER -\$48,619.96



MEMORANDUM

DATE: June 13, 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 Jones Box Pedestrian Bridge Project with Foremost Paving and release of final payment and retainage in the amount of \$ 19,617.55.

ISSUE

Foremost Paving has completed the Jones Box Park Pedestrian Bridge Project. A final inspection was held on May 15, 2016 and improvements were completed according to plans and specifications.

FINANCIAL CONSIDERATION

Construction Contract: \$296,571.00
Change Order #1: \$ -48,619.96
Revised Contract: \$247,951.04
Expenditures to Date: \$228,333.49
Final Payment and Retainage in the amount of **\$19,617.55**.

STAFF RECOMMENDATION

Staff recommends acceptance of project and release of final payment and retainage.

ALTERNATIVES

Payment Request No. 5 & Final
 Period: 06/01/2016 to 06/17/2016

Owner: City of Pharr
118 South Cage
Pharr, TX 78577

Contractor: Foremost Paving, Inc.
P.O. Box 29
Weslaco, TX 78599

Project: Jones Box Park Pedestrian Bridge Project
 Bid No. 1516-01-528-0008

Original Contract Amount: \$304,171.00
 Change Orders: -\$48,619.96
 Contract Amount to Date: \$255,551.04
 Total to Date: \$247,951.04 Attachment "A"
 Total Stored to Date: \$0.00 *
 Total to Date: \$247,951.04
 Retainage: \$0.00
 Total Due Less Retainage: \$247,951.04
 Less Previous Payments: \$228,333.49
 Current Payment Due: \$19,617.55

Percent Completed: 97.03%

Change Order Summary		
No.	Addition	Deductions
1		-\$48,619.96
Totals:	\$0.00	-\$48,619.96
Net Change Order: <u>-\$48,619.96</u>		

* Provide Documentation


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:

Jimmie R McPherson 06/17/2016
 Signature: _____ Date: _____

Subscribed and sworn before me this 17 day of June.

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature] March 19, 2018
 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:

<u>William F. Ueckert Jr., P.E.</u> City Engineer	_____ Signature	_____ Date
<u>Ed Wylie</u> Assistant City Manager	_____ Signature	_____ Date
<u>Juan Guerra</u> City Manager	_____ Signature	_____ Date

Attachment "A"
Tabulation of Contact Work Performed

Item No.	Description	Contract				This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
1	PREPARATION OF ROW AND DITCH CROSSING FOR INSTALLATION OF SIDEWALKS, CURB RAMPS, DRIVEWAYS, RIP-RAP, AND BRIDGE. TO INCLUDE REMOVAL OF EXISTING CONCRETE DRIVEWAY, FIXED BARRICADE, BOLLARDS, TREE REMOVAL AND TRIMMING, HAULING AND DISPOSAL OF ALL UNUSED MATERIALS, AND GRADING. ALL COMPLETE IN PLACE	LS	1	\$8,000.00	\$8,000.00		\$0.00	1	\$8,000.00
2	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY).	LS	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
3	EROSION AND SEDIMENT CONTROL. ALL COMPLETE IN PLACE.	LS	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING. ALL	LS	1	\$3,000.00	\$3,000.00		\$0.00	1	\$3,000.00
5	MAILBOX RELOCATION. ALL COMPLETE IN PLACE.	EA	2	\$200.00	\$400.00		\$0.00	2	\$400.00
6	TRAFFIC SIGN RELOCATION. ALL COMPLETE IN	EA	1	\$500.00	\$500.00		\$0.00	1	\$500.00
7	SIDEWALKS (6' WIDE) (6" THICK); WITH REBAR REINFORCEMENT AND GRAVEL BEDDING (4" THICK). ALL COMPLETE IN PLACE	SY	322	\$80.00	\$25,760.00		\$0.00	235.34	\$18,827.20
8	TY 2 CURB RAMP WITH TRUNCATED DOMES. All COMPLETE IN PLACE.	EA	1	\$1,500.00	\$1,500.00		\$0.00	1	\$1,500.00
9	TY 5 CURB RAMP WITH TRUNCATED DOMES. ALL	EA	1	\$1,800.00	\$1,800.00		\$0.00	1	\$1,800.00
10	CUSTOM SIDEWALK DRAIN. ALL COMPLETE IN	EA	1	\$2,000.00	\$2,000.00		\$0.00	1	\$2,000.00
11	FIXED BARRICADE TY 3 AND INSTALLATION. ALL	EA	2	\$600.00	\$1,200.00		\$0.00	2	\$1,200.00
12	CONCRETE DRIVEWAY WITH 6" OF CALICHE BASE &	SY	23	\$145.00	\$3,335.00		\$0.00	15.31	\$2,219.95
13	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL);	LF	133	\$17.00	\$2,261.00		\$0.00	131	\$2,227.00
14	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL); STOP BAR. ALL COMPLETE IN PLACE	LF	15	\$17.00	\$255.00		\$0.00	13	\$221.00
15	SOLAR POWERED LED LIGHT SYSTEM AND LUMINAIRE; LUMINAIRE (ARE-EDG-2MP-DA-08-E-UL-BZ-350-40K) - CREE EDGE BY CREE; ALUMINUM POLE - GREENWAY SERIES BY SOL. TO INCLUDE TRANSPORTATION TO SITE AND INSTALLATION. ALL COMPLETE IN PLACE.	EA	2	\$7,000.00	\$14,000.00		\$0.00	2	\$14,000.00
16	REINFORCED CONCRETE RIP-RAP. ALL COMPLETE IN PLACE.	SY	235	\$160.00	\$37,600.00		\$0.00	299.9	\$47,984.00
17	100' X 6' CLEAR SPAN BRIDGE OF UNPAINTED WEATHERING STEEL CONSTRUCTION; STEADFAST EXPRESS PEDESTRIAN BRIDGE (1006CNH SPECIFICATIONS) BY CONTECH CONSTRUCTION PRODUCTS, INC. TO INCLUDE TRANSPORTATION TO SITE. ALL COMPLETE IN PLACE.	EA	1	\$70,000.00	\$70,000.00		\$0.00	1	\$70,000.00
18	DESIGN OF PILINGS, ABUTMENTS, AND ANCHOR BOLT EMBEDMENTS BY LICENSED ENGINEER.	LS	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
19	CONSTRUCTION AND INSTALLATION OF PILINGS, ABUTMENTS, AND ANCHOR BOLT EMBEDMENTS. TO INCLUDE INSTALLATION OF BRIDGE ONTO SUPPORTS. ALL COMPLETE IN PLACE.	LS	1	\$35,000.00	\$35,000.00		\$0.00	1	\$35,000.00
20	REINFORCED CONCRETE DECK (4" THICK)	SY	68	\$220.00	\$14,960.00		\$0.00	68	\$14,960.00
21	CONTINGENCY ALLOWANCE	LS	1	\$60,000.00	\$60,000.00		\$0.00	0.0252	\$1,511.89
1	SEAL JOINTS	EA	2	\$1,500.00	\$3,000.00		\$0.00	2	\$3,000.00
2	BOLLARDS	EA	2	\$1,700.00	\$3,400.00		\$0.00	2	\$3,400.00
3	FENCE	LS	1	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00
TOTALS					\$304,171.00		\$0.00		\$247,951.04



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/06

C.C. MEETING DATE: 6/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and actin, if any, on loan to APRL Investments LLC.

CLASSIFICATION: Public Hearing Consent Regular Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason?

Loan

ROUTING:

CITY ATTORNEY: P. Riquelme DATE: 6-14-16

ASSISTANT CITY MANAGER: EWJ DATE: 6-14-16

CITY MANAGER: _____ DATE: _____

DEADLINES:

REC'D [Signature]
CC
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 6/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and action, if any, authorizing PEDC II Executive Director on Advance Request and Compliance Certificate for APRL Investments LLC loan.

CLASSIFICATION: Public Hearing Consent Regular Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason?

Loan

ROUTING:

CITY ATTORNEY: f. Pignus DATE: 6/14/16

ASSISTANT CITY MANAGER: Eutje DATE: 6-14-16

CITY MANAGER: _____ DATE: _____

REC'D [Signature]
CC
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

CITY COMMISSION AGENDA MEMORANDUM

DATE: June 15, 2016

TO: Mayor and City Commissioners

CC: Juan Guerra, City Manager; Ed Wylie, Asst City Manager

FROM: David Garza, Utilities Director

SUBJECT: Acceptance of bid for Lift Station #25 & Force main Project

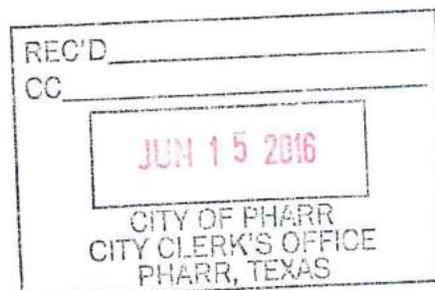
ISSUE: The City of Pharr received 7 bids on the project. The lowest bidder did not meet the minimum requirements; therefore, the 2nd bidder and 3rd bidder were reviewed. Based on the letter of recommendation from the design engineer the third bidder has more experience with deep lift station construction than the 2nd bidder; therefore, the design engineer recommends the third bidder, Saenz Brother Construction LLC.

FINANCIAL CONSIDERATION: \$2,482,114

STAFF RECOMMENDATION: Staff agrees with the recommendation to accept bid from Saenz Brother Construction LLC

ALTERNATIVES: City Commission can choose another contractor who submitted a bid or can reject all bids and rebid the project

THANK YOU





S&GE

Civil Engineers

June 11, 2016

Mr. William F. Ueckert Jr., P.E.
City Engineer
City of Pharr
118 S. Cage Blvd., 1st Floor
Pharr, Texas 78577

Re: City of Pharr Lift Station No. 25 & 16-Inch Force Main Improvements
Bid No. 1516-02-582-0028
Bid Tabulation Results

Dear Mr. Ueckert:

This letter was prepared at the request of the City of Pharr to evaluate the second and third lowest bidder for the referenced project, The 5125 Company and Saenz Brothers Construction, LLC. The lowest bidder, Mor-Wil, LLC did not fully complete the qualifications and experience section of the bid form. Therefore, S&GE was unable to check the Contractor's Qualification. S&GE's evaluation was limited to the data provided as part of the bid package and phone interviews of the references listed by respective bidders. The purpose of our evaluation is to recommend which bidder, in our professional opinion, is the most qualified to execute this project. This evaluation is subjective and no consideration was given to the price difference between the two bidders (\$148,780.67). S&GE was as well instructed by the City of Pharr to obtain financial statements from these two (2) bidders. These statements are attached to this letter.

Seven (7) bids were received and the lowest bid was submitted by Mor-Wil, LLC (\$2,274,339.89), the second lowest bid was by The 5125 Company (\$2,333,333.33), and the third Saenz Brothers Construction, LLC (\$2,482,114.00).

Mor-Wil, LLC

Listed below are the experience and qualifications required as outlined in the Bid Form and subsequent deficiencies noted in our review of Mor-Wil, LLC bid:

1. A minimum of three (3) projects involving installation of at least 10,000-lb of 16-inch Minimum Diameter (PVC water or sewer force main).

Contractor submitted three (3) projects but none meet the minimum requirements.

2. A minimum of three (3) similar projects involving at least a 200-foot bore and jack tunnel on each project.

No relative experience submitted.

3. Minimum experience for installation of fiberglass (FRP) wet well (Minimum 15-ft diameter/30-ft or greater). Complete only if Contractor elects to use an FRP wet well. Contractor is required to submit Signed and Sealed Plans by a Texas Professional Engineer as well as an extended 5-year warranty. These documents



may be submitted for Engineer/Owner's review and approval during the shop drawing review process.

No relative experience submitted.

The 5125 Company

The 5125 Company included a list of similar projects but contact names were not provided. S&GE contacted the Owners and was subsequently able to reach corresponding individual responsible for the listed project. Two similar projects were identified, both lift stations had a wet well diameter of 10 with a depth of 18-ft.

Noted below is a list of comments provided by the Contractor's references:

- *Strives to finishes projects on schedule*
- *Willing to do extra work as needed*
- *Good safety record*
- *Difficult to work with*
- *Contractor will challenge design plan interpretations.*
- *Contractor is constantly focused on change orders.*

The 5125 Company's Bid is not consistent with a majority of the other bids in pricing provided for Lift Station versus the Force Main. Bid Items 12 to 16 cover the lift station work. Listed below are the totals for the lift station bid items for each bidder:

Mor-Will, LLC	\$1,099,364.02
<i>The 5125 Company</i>	<i>\$780,000.00</i>
Saenz Brothers Construction, LLC	\$1,225,000.00
Spieß Construction Co., Inc.	\$2,852,038.00
Garco Industries, Inc.	\$1,346,010.50
JM Construction, Inc.	\$1,615,160.00
Foremost Paving, Inc.	\$1,720,000.00

This is being provided only as an observation in our review of the bids. The bid documents do not address these situations. In addition, please note that pay estimate is based on the Contractor's Schedule of Values.

Saenz Brothers Construction, LLC

Saenz Brothers Construction, LLC references and qualification statement indicate that they have delivered multiple lift stations within the region. The projects appear to match or exceed the capacity and wet well depth of our project. Three (3) similar projects were identified, wet well diameters included a two (2) 10-ft and one 15-ft and depth range from 26 to 35-ft.

Noted below is a list of comments provided by the Contractor's references:

- *Contractor has successfully completed multiple lift station projects throughout the region, Laredo, Corpus Christi, and Brownsville.*



- Contractor has widespread experience with many soil types and conditions due to the widespread construction area experience.
- Strives to finishes projects on schedule.
- Willing to do extra work as needed.
- Good safety record.

S&GE evaluated the three (3) lowest bidders as requested and it is our professional opinion that Saenz Brothers Construction, LLC meets the minimum requirements. It is our recommendation the City consider award to the third lowest bidder, Saenz Brothers Construction, LLC.

This assessment is based on review of the Contractor's Similar Projects and interviews conducted.

Refer to **Attachment A** for financial statements for the two (2) bidders. These statements were not reviewed by S&GE and are being included at the request of the City of Pharr. **Attachment A** includes the questionnaire used by S&GE to check references. **Attachment B** is the full bid tabulation for all bidders. **Table 1** is a summary of the bid tabulations.

Table 1
City of Pharr Lift Station No. 25 & 16-Inch Force Main Improvements
Bid Results

Bid Item		<i>Mor-Wil, LLC</i>	<i>The 5125 Company</i>	<i>Saenz Brothers Construction, LLC</i>	<i>Garco Industries, Inc.</i>	<i>Spiess Construction Co., Inc.</i>	<i>J.M. Construction, Inc.</i>	<i>Foremost Paving, Inc.</i>
A	Total Lump Sum Bid	\$2,274,339.89	\$2,333,333.33	\$2,482,114.00	\$2,530,860.50	\$2,852,038.00	\$2,938,914.00	\$ 3,105,842.00
B	Price increase above base bid to provide three (3) Xytem/Flygt submersible pumps in lieu of KSB pumps for Lift Station No. 25. This includes all lift station pump associated appurtenances.	\$ 0.00	\$ 0.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C	Replace ductile iron pipe (DIP) in the wet well from eccentric reducer at pump base to spool piece outside well with Pressure Rate (SDR 21) PVC Certa-Lok Yelomine Pipe and associated restrained joint system and pipe support anchors to wet well. Contractor shall be responsible for submitting drawings for review and approval.	\$ - 2,000.00	\$ 13,000.00	\$ - 5,000.00	\$ - 4,600.00	\$ - 8,000.00	\$ 0.00	\$ 0.00

As stated, S&GE's recommendation did not factored the cost difference between the second and third lowest bidder. This is left solely to the City's discretion.

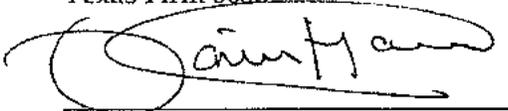
Mr. William F. Ueckert Jr., P.E.
June 11, 2016
Page 4

City of Pharr L.S. No. 25 and 16-inch Force Main Improvements

We greatly appreciate the opportunity to serve the City of Pharr.

Sincerely,

S&GE, L.L.C.
Texas Firm 8038



Javier Garcia, P.E.
Vice President

Encl/as noted

xc: David Garza, Utilities Director / City of Pharr

Attachment A1

FINANCIAL STATEMENTS – 5125 COMPANY



Luis G. Medeles, P.C.
Certified Public Accountant
5510 N. Cage Blvd, Suite G
Pharr, TX 78577
P.O. Box 5806
McAllen, TX 78502
Telephone: (956) 961-4232
Fax: (877) 348-9305

Independent Accountant's Review Report

To the Board of Directors of
The 5125 Company, Inc.
Mission, TX 78572

I have reviewed the accompanying balance sheet of The 5125 Company, Inc. (a Texas corporation) as of June 30, 2015, and 2014 and the related statement of income, retained earnings (changes in stockholder's equity), and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide reasonable basis for my conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

My review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United State of America. The supplementary information for the years ended December 31, 2015 and 2014 included in the accompanying schedule of contracts receivable, schedule of contracts in progress and schedule of operating expenses are presented for purposes of additional analysis and is not a required part of the basis financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and I did not become aware of any material modifications that should be made to such information.

McAllen, TX
December 9, 2015

Balance Sheets

The 5125 Company, Inc.
June 30, 2015 and 2014

Assets	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 1,052,111	\$ 386,375
Contracts receivable (includes retainage of \$135,177 in 2015 and \$85,406 in 2014)	219,367	85,406
Costs and estimated earnings in excess of billings on uncompleted contracts	1,194,373	1,412,085
Deferred tax asset, current	91,420	80,958
Prepaid federal income taxes	-	13,135
Prepaid expenses	29,147	51,509
Total current assets	<u>2,586,418</u>	<u>2,029,468</u>
Property and equipment		
Furniture and fixtures	109,141	109,141
Machinery and equipment	722,665	511,599
Transportation equipment	491,948	484,268
	<u>1,323,754</u>	<u>1,105,008</u>
Less accumulated depreciation	(1,276,180)	(1,034,215)
Net property and equipment	<u>47,574</u>	<u>70,793</u>
Other assets		
Note receivable	450,000	450,000
Other investments	32,826	32,826
	<u>482,826</u>	<u>482,826</u>
Total Assets	<u>\$ 3,116,818</u>	<u>\$ 2,583,087</u>

See accompanying notes and accountant's report.

Liabilities and Stockholder's Equity	<u>2015</u>	<u>2014</u>
Current liabilities		
Accounts payable	\$ 597,326	\$ 439,483
Billings in excess of costs and estimated earnings on uncompleted contracts	87,149	-
Accrued expenses	74,189	20,102
Income taxes payable	14,772	-
Deferred tax liability, current	9,909	17,513
Current portion of long-term debt	53,689	33,458
Total current liabilities	<u>837,034</u>	<u>510,556</u>
Long-term debt, less current portion	71,585	-
Deferred tax liability, noncurrent	392,631	504,179
Total liabilities	<u>1,301,250</u>	<u>1,014,735</u>
Stockholder's equity		
Common stock, \$0 par value, 100,000 authorized shares; 1,000 shares issued and outstanding	142,700	142,700
Additional paid in capital	150,000	150,000
Retained earnings	1,522,868	1,275,652
Total shareholder's equity	<u>1,815,568</u>	<u>1,568,352</u>
 Total Liabilities and Stockholder's Equity	 <u>\$ 3,116,818</u>	 <u>\$ 2,583,087</u>

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Statements of Income

The 5125 Company, Inc.

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Revenues from construction contracts	\$ 3,549,456	\$ 2,996,429
Cost of construction contracts	<u>(2,240,778)</u>	<u>(1,408,125)</u>
Gross margin	1,308,678	1,588,304
Operating expenses	<u>(915,647)</u>	<u>(1,179,118)</u>
Income (loss) from operations	393,031	409,186
Other income and (expense)		
Interest income	408	74
Interest expense	(1,374)	-
Depreciation expense	<u>(241,965)</u>	<u>(52,082)</u>
Income before income taxes	150,100	357,178
(Provision) benefit for income taxes		
Current	(32,498)	(23,533)
Deferred	129,614	(79,802)
Total (provision) benefit for income taxes	<u>97,116</u>	<u>(103,335)</u>
Net income (loss)	<u>\$ 247,216</u>	<u>\$ 253,843</u>

See accompanying notes and accountant's report.

Statements of Retained Earnings (Changes in Stockholder's Equity)

The 5125 Company, Inc.

For the Years Ended June 30, 2015 and 2014

	Comprehensive Income	Common Stock	Additional Paid in Capital	Retained Earnings	Total
Balance at June 30, 2013		\$ 142,700	\$ 150,000	\$ 1,021,809	\$ 1,314,509
Comprehensive income					
Net loss for the year ended June 30, 2014	\$ 253,843	-	-	253,843	253,843
Total comprehensive income	<u>\$ 253,843</u>				
Dividends		-	-	-	-
Balance at June 30, 2014		142,700	150,000	1,275,652	1,568,352
Comprehensive income					
Net income for the year ended June 30, 2015					
Total comprehensive (loss)	\$ 247,216	-	-	247,216	247,216
	<u>\$ 247,216</u>				
Dividends		-	-	-	-
Balance at June 30, 2015		<u>\$ 142,700</u>	<u>\$ 150,000</u>	<u>\$ 1,522,868</u>	<u>\$ 1,815,568</u>

See accompanying notes and accountant's report.

Statements of Cash Flows

The 5125 Company, Inc.

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Net income (loss)	\$ 247,216	\$ 253,843
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Depreciation	241,965	52,082
(Gain) on the sale of assets	-	-
(Increase) decrease in operating assets		
Contracts receivable	(133,961)	324,700
Costs and estimated earnings in excess of billings	217,712	(310,192)
Prepaid expenses	22,362	298
Prepaid federal income taxes	13,135	(13,135)
Deferred tax asset, current	(10,462)	(7,881)
Increase (decrease) in operating liabilities		
Accounts payable	157,843	(410,191)
Billings in excess of costs and estimated earnings	87,149	(150,615)
Accrued expenses	54,087	(3,203)
Income taxes payable	14,772	(1,344)
Deferred tax liability, current	(7,604)	(101)
Deferred tax liability, noncurrent	(111,548)	87,785
Net cash provided by operating activities	<u>792,666</u>	<u>(177,954)</u>
Cash flows from investing activities		
Purchase of fixed assets	(218,746)	-
Issuance of notes payable	161,066	33,458
Repayment of notes payable	(69,250)	-
Collections of note receivable	-	350,000
Net cash used by investing activities	<u>(126,930)</u>	<u>383,458</u>
Net increase in cash and cash equivalents	665,736	205,504
Cash and cash equivalents, beginning of year	386,375	180,871
Cash and cash equivalents, end of year	<u>\$ 1,052,111</u>	<u>\$ 386,375</u>
Supplemental disclosure of cash flow information		
Income taxes paid	<u>\$ 4,635</u>	<u>\$ 6,459</u>

See accompanying notes and accountant's report.

Notes to Financial Statements

The 5125 Company, Inc.
June 30, 2015

Note 1: Nature of Activities and Summary of Significant Accounting Policies

The 5125 Company, Inc., the ("Company"), is a utility contractor engaged in the installation and maintenance of water and sewer pipe lines for government, industry and private parties in South Texas. The work is performed under fixed price and cost-plus contracts normally lasting six to twenty-four months.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the use of management's estimates. These affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates

Percentage of completion method of accounting

Profits and losses on long-term contracts are recorded on the percentage-of-completion method. Under this method, the percentage of completion on individual contracts is estimated by comparing the costs incurred to date to estimated total cost of each contract. Profits and losses on short-term contracts are recognized when the contracts are substantially complete. Losses are recognized immediately.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance such as indirect labor, supplies, tools and repairs. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which a loss is determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income. Those changes are recognized in the period in which they are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Cash and cash equivalents

For purposes of the statement of cash flow, the Company considers all highly liquid investment available for current use with an initial maturity of three months or less to be cash equivalents.

Bad debts

The Company uses the direct write-off method to account for bad debts. The Company believes this method is the most reasonable in the circumstances in that it does not materially depart from accounting principles generally accepted in the United States of America. The Company's bad debt expense for the years ended June 30, 2015 and June 30, 2014 were zero and \$20,583, respectively.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense for the years ended June 30, 2015 and 2014 were \$3,694 and \$1,725, respectively.

Income taxes

Income tax expense includes federal and state taxes currently payable and deferred taxes arising from timing differences between income for financial reporting and income tax purposes. These timing differences result principally from the use of different methods for financial reporting and tax purposes in the calculation of depreciation expense, prepaid assets, and the recognition of retainage revenue billed on the financial statements which are deferred for tax reporting purposes.

Property and equipment

Purchased property and equipment is capitalized at historical cost. Depreciable assets are depreciated over their estimated useful lives. Management uses different depreciation methods for book and tax purposes and believes the results are, in all material aspects, in accordance with accounting principles generally accepted in the United States of America. Maintenance, repairs and minor improvements are charged to expense as they are incurred. Improvements, which materially increase the value of the property, are capitalized. Upon retirement or direct sale of property or equipment, the cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is recorded in income or expense. The estimated useful lives of respective assets are summarized generally as follows:

	Estimated Useful Life In Years
Furniture and fixtures	5 - 7
Machinery and equipment	3 - 7
Transportation equipment	5 - 7

Reclassifications

Certain amounts in prior year's presentation have been reclassified to conform to the current year's presentation. These reclassifications have no effect on previously reported net income.

Note 2: Depreciation

Depreciation expense was \$241,965 and \$52,082 in 2015 and 2014, respectively.

Note 3: Related Party Transactions

The Company rents its corporate offices and storage facilities from a related party. The leases are on a month-to-month basis, with no set amounts. The Company incurred rental expense of \$36,073 in 2015, and \$2,661 in 2014, in connection with said leases.

Note 4: Contingencies

In the normal course of business, the Company is subject to claims and litigation. In the opinion of management, the outcome of such matters will not have a material effect on the Company's financial position or results of operations.

Note 5: Concentrations of Credit Risk

Financial instruments that potentially subject the Company to credit risk include deposits with banks and accounts receivable from customers. The Company maintains cash balances at several financial institutions located in South Texas. Accounts at the financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2015, the Company's uninsured cash balances totaled \$566,014.

Note 6: Federal and State Income Taxes

The provision for income taxes consists of the following:

	2015	2014
Currently payable		
Federal	\$ 19,407	\$ 8,380
State	13,091	15,153
	<u>32,498</u>	<u>23,533</u>
Deferred federal	(129,614)	79,802
	<u>\$ (97,116)</u>	<u>\$ 103,335</u>

The following is a reconciliation between the reported income tax and the amount computed by multiplying the income before income tax by the federal statutory rate:

	2015	2014
Tax at federal statutory rate	\$ 51,034	\$ 42,116
Increase (decrease) resulting from		
Effect of percentage of completion	(32,422)	(36,865)
Non-deductible expenses	795	3,129
	<u>\$ 19,407</u>	<u>\$ 8,380</u>

Deferred income taxes are attributable to difference in reporting certain items of income and expense for financial statement and tax purposes. The differences are primarily related to the recognition of revenues and costs on contracts, depreciation expense and state income taxes.

The Company's total deferred tax assets and liabilities were as follows:

	2015	2014
Total deferred tax liabilities	\$ 432,172	\$ 521,692
Total deferred tax assets	(121,051)	(80,958)
Net deferred liability	<u>\$ 311,121</u>	<u>\$ 440,734</u>

These amounts have been presented in the balance sheets as follows:

	2015	2014
Current deferred tax asset	\$ (91,420)	\$ (80,958)
Current deferred tax liability	9,909	17,513
Noncurrent deferred tax liability	392,632	504,179
Net deferred liability	<u>\$ 311,121</u>	<u>\$ 440,734</u>

Note 7: Backlog

The following schedule shows a reconciliation of backlog representing signed contracts in existence during the year ended June 30, 2015:

	2015
Balance, June 30, 2014	\$ 539,395
New contracts	4,419,936
	<u>4,959,331</u>
Less contract revenues earned	3,549,456
Balance, June 30, 2015	<u>\$ 1,409,875</u>

Note 8: Long-term debt

The Company has a credit facility that is secured by certain equipment of the Company. The monthly principal and interest payment totals \$4,474, with zero interest. The credit facility expires on October 31, 2017.

Supplementary Information

Schedule of Contracts in Progress

The 5125 Company, Inc.
June 30, 2015 and 2014

Project	Current Estimated		
	Contract Price	Contract Cost	Contract Profit
<u>As of June 30, 2015</u>			
Sunquest Apt	\$ 335,343	\$ 285,042	\$ 50,301
City of Kingsville New 18" Water Transmission Line	806,666	726,000	80,666
Kennedy County Disaster Relief	819,215	696,333	122,882
Valle Real	177,778	151,111	26,667
AGUA DWSRF Waterline 20 &12	556,833	473,308	83,525
City of Penitas Drainage Improvements	129,992	110,493	19,499
City of Donna 493	396,875	339,044	59,831
City of Los Fresnos	905,148	769,376	135,772
	<u>\$ 4,129,850</u>	<u>\$ 3,550,707</u>	<u>\$ 364,041</u>
 <u>As of June 30, 2014</u>			
Willacy County La Jarra Assisted Living Facility	\$ 606,459	\$ 533,584	\$ 72,875
South Texas Collaborative Sunrise Terrace Offsite Improve	245,250	215,830	29,420
City of Kingsville New 18" Water Transmission Line	806,667	726,000	80,667
Agua Special Utility Waterline Interconnection Project	127,778	108,611	19,167
City of Alton 2013 EDA Sanitary Sewer Project	165,432	140,617	24,815
	<u>\$ 1,951,586</u>	<u>\$ 1,724,642</u>	<u>\$ 226,944</u>

Estimated Percent of Completion	Billings	Costs	Estimated Profit	Billings in Excess of Costs and Estimated Earnings (Liability)	Costs and Estimated Earnings in Excess of Billings (Asset)
85%	\$ 313,743	\$ 241,170	\$ 42,559	\$ 30,014	\$ -
89%	777,048	647,922	71,991	57,135	-
88%	521,960	616,239	108,748	-	203,027
61%	-	92,230	16,276	-	108,506
73%	-	343,908	60,690	-	404,598
60%	-	66,058	11,657	-	77,715
24%	-	80,625	14,228	-	94,853
34%	-	259,823	45,851	-	305,674
	<u>\$ 1,612,751</u>	<u>\$ 2,347,975</u>	<u>\$ 372,000</u>	<u>\$ 87,149</u>	<u>\$ 1,194,373</u>
93%	\$ -	\$ 494,870	\$ 67,482	\$ -	\$ 562,352
93%	-	200,344	27,309	-	227,653
62%	-	451,195	50,133	-	501,328
36%	-	38,600	6,812	-	45,412
46%	-	64,039	11,301	-	75,340
	<u>\$ -</u>	<u>\$ 1,249,048</u>	<u>\$ 163,037</u>	<u>\$ -</u>	<u>\$ 1,412,085</u>

Schedule of Contracts Receivable – Trade and Retainage

The 5125 Company, Inc.
June 30, 2015 and 2014

Due from	Due on Completed Contracts	Due on Uncompleted Contracts	Retainage Not Currently Due	Total
<u>As of June 30, 2015</u>				
Willacy County La Jarra Assisted Living Facility	\$ 84,190	\$ -	\$ -	\$ 84,190
City of Kingsville New 18" Water Transmission Line	-	-	77,705	77,705
Sunquest Apt	-	-	31,374	31,374
Kennedy County Disaster Relief	-	-	26,098	26,098
	<u>\$ 84,190</u>	<u>\$ -</u>	<u>\$ 135,177</u>	<u>\$ 219,367</u>
<u>As of June 30, 2013</u>				
El Tanque WSC	\$ 1,866	\$ -	\$ -	\$ 1,866
Engleman Irrigation Distribution	23,717	-	-	23,717
J.F. Utility Trenching	22,730	-	-	22,730
Brooks County Colonia Waterline Extension	37,093	-	-	37,093
	<u>\$ 85,406</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 85,406</u>

Schedule of Operating Expenses

The 5125 Company, Inc.

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Salaries and wages	\$ 559,282	\$ 558,531
Payroll taxes and workman's compensation	107,390	54,179
	<u>666,672</u>	<u>612,710</u>
Advertising and promotions	3,694	1,725
Auto and truck	69,454	60,408
Bad debts	-	20,583
Contributions	6,150	9,150
Dues and subscriptions	12,204	7,548
Plans and specifications	4,509	5,020
Repairs and maintenance	5,484	10,457
Management fees	-	300,000
Meals and entertainment	2,338	9,204
Office expense	34,497	27,026
Postage and delivery	1,585	926
Professional fees	16,620	23,190
Rent	36,073	2,661
Security	1,497	1,618
Other taxes	16,992	30,089
Trainings	8,756	16,110
Utilities	29,029	38,736
Other	93	1,957
	<u>\$ 915,647</u>	<u>\$ 1,179,118</u>

Attachment A2

FINANCIAL STATEMENTS- SAENZ BROTHERS

SAENZ BROTHERS CONSTRUCTION, LLC.

**FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

For the Year Ended December 31, 2015

**DEAVER CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANT
3516 E. EXPRESSWAY 83, SUITE 108
WESLACO, TEXAS 78596
PHONE: 956-622-9742 FAX: 956-968-8780
www.deavercpafirm.com**

SAENZ BROTHERS CONSTRUCTION, LLC.
FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

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DEAVER CPA FIRM, LLC.

CERTIFIED PUBLIC ACCOUNTANT
3516 E. EXPRESSWAY 83, SUITE 108
WESLACO, TEXAS 78596
PHONE: 956-622-9742 FAX: 956-968-8780
www.deavercpafirm.com

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

TO MR. FERNANDO SAENZ
MANAGING MEMBER
SAENZ BROTHERS CONSTRUCTION, LLC.
DONNA, TEXAS

I have reviewed the accompanying financial statements of Saenz Brothers Construction, LLC., which comprise the balance sheet as of December 31, 2015, and the related statements of income, statement of changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information contained in Schedule of Contracts in Progress, Schedule of Completed Contracts, Schedule of Cost of Revenue, and Schedule of General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. I have performed a compilation engagement of the supplementary information in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Deaver CPA Firm, LLC.

Weslaco, Texas

February 12, 2016

SAENZ BROTHERS CONSTRUCTION, LLC.

BALANCE SHEET

As of December 31, 2015

Assets

Current Assets

Cash in Bank	\$ 157,565
Accounts Receivable, Net	1,073,246
Retainage Receivable, Net	196,017
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	<u>677,057</u>
Total Current Assets	<u>2,103,885</u>

Property and Equipment

Machinery and Equipment	1,602,594
Vehicles	69,100
Furniture and Equipment	12,401
Building Improvements	19,196
Building	220,000
Land	<u>80,000</u>
Total Property and Equipment	2,003,291
Less: Accumulated Depreciation	<u>(296,821)</u>
Property and Equipment, Net	<u>1,706,470</u>

Other Assets

Loans to Members	127,774
Investment in Property	<u>13,000</u>
Total Other Assets	<u>140,774</u>
Total Assets	<u>\$ 3,951,129</u>

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
BALANCE SHEET
As of December 31, 2015

Liabilities and Members' Equity

Current Liabilities

Line of Credit	\$	232,000
Accounts Payable		763,599
Accrued Job Costs		152,498
Accrued Subcontractor Retainage		47,311
Accrued Texas Franchise Tax		11,001
Payroll Liabilities		19,577
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		137,703
Current Portion of Long-Term Debt		386,797
Total Current Liabilities		<u>1,750,486</u>

Long-Term Liabilities

Notes Payable		812,441
Capital Leases		629,761
Loans from Members		23,000
Less: Current Portion of Long-Term Debt		(386,797)
Total Long-Term Liabilities		<u>1,078,405</u>
Total Liabilities		<u>2,828,891</u>

Members' Equity

Members' Equity		<u>1,122,238</u>
Total Liabilities and Members' Equity		<u><u>\$ 3,951,129</u></u>

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
STATEMENT OF INCOME
For the Year Ended December 31, 2015

	Amount	Percentage of Revenue
Revenue	\$ 8,535,222	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs	6,744,363	79.0%
Cost of Revenue - Indirect Costs	704,817	8.3%
Depreciation	218,330	2.6%
Total Cost of Revenue	7,667,510	89.8%
Gross Profit	867,712	10.2%
Expenses		
General and Administrative Expenses	355,101	4.2%
Total Expenses	355,101	4.2%
Operating Income (Loss)	512,611	6.0%
Other Income (Expense)		
Interest (Expense)	(37,194)	-0.4%
Loss on Disposal of Asset	(114,472)	-1.3%
Bad Debt (Expense)	(220,677)	-2.6%
Total Other Income (Expense)	(372,343)	-4.4%
Net Income	\$ 140,268	1.6%

STATEMENT OF CHANGES IN MEMBERS' EQUITY

Members' Equity - January 1, 2015	\$ 981,970
Net Income (Loss)	140,268
Contributions from Members	0
Distributions to Members	0
Members' Equity - December 31, 2015	\$ 1,122,238

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2015

Cash Flows from Operating Activities

Net Income (Loss)	\$ 140,268
Adjustments To Reconcile Net Income (Loss) To Net Cash:	
Depreciation Expense	218,330
Loss on Disposal of Asset	114,472
(Increase) Decrease in:	
Accounts Receivable	(325,004)
Retainage Receivable	267,141
Underbillings of Earned Revenue	(140,800)
Increase (Decrease) in:	
Accounts Payable	71,000
Accrued Job Costs	(64,872)
Accrued Subcontractor Retainage	47,311
Payroll Liabilities	(38,017)
Overbillings of Earned Revenue	(55,647)
Total Adjustments	<u>93,914</u>
Net Cash Provided By (Used In) Operating Activities	<u>234,182</u>

Cash Flows From Investing Activities

Acquisition of Property and Equipment	(931,087)
Disposal of Property and Equipment	136,350
Receipts from Other Receivables	26,500
Advances to Other Receivables	(154,500)
Investment in Loans to Members	(46,812)
Investment in Property	(13,000)
Net Cash Provided By (Used In) Investing Activities	<u>(982,549)</u>

Cash Flows From Financing Activities

Borrowings	1,175,638
Repayments of Debt	(500,130)
Net Cash Provided By (Used In) Financing Activities	<u>675,508</u>

Net Increase (Decrease) in Cash **(72,859)**

Cash at Beginning of Period	<u>230,424</u>
Cash at End of Period	<u><u>\$ 157,565</u></u>

See footnote 10 for significant non-cash transactions and supplemental information.

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of entity and operations. Saenz Brothers Construction, LLC. (the "Company") is a Texas limited liability company organized in March 2013. The Company is primarily involved in the construction of underground utilities throughout the Rio Grande Valley for commercial customers and local government entities.

Basis of accounting. The financial statements of the Company are prepared on the accrual basis of accounting.

Operating cycle. The Company's work is performed under fixed-price contracts. These contracts are undertaken by the Company as either the contractor or as a subcontractor. The length of the contracts varies from several days to over a year. Typically, a contract is for about a year.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and cost recognition. Revenues from fixed-price contracts are recognized on the percentage-of-completion method, with the cost to cost method used to measure the value of work accomplished on a contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. With cost to cost method, the percentage of contract cost completed to date to the estimated total contract cost is used to recognize revenue earned on a contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used may change within the near term.

Contract costs include all material, subcontractor, direct equipment operating cost and labor costs and specific indirect costs related to contract performance, such as indirect labor, supplies, and tools. The operating costs of the repair shop are not charged to jobs or allocated to projects, but are included in cost of revenue. Selling, general, and administrative costs are charged to expense as incurred.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The effect of change orders on total contract value is recognized only when an executed change order is issued. Expected cost of unapproved change orders is added to the total estimated cost of a project even if change orders are still pending approval at the date a financial statement is issued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed, and is also noted as "Underbillings of earned revenue" on the cash flow statement. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized, and is also noted as "Overbillings of earned revenue" on the cash flow statement.

Accounts receivable and contracts receivable. Contracts receivable from performing construction are based on contracted prices. The Company provides an allowance for doubtful collections which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal contracts receivable are due 30 days after the issuance of the invoice. Contract retentions are due 30 to 60 days after completion of the project and acceptance by the owner. Receivables past due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Property and equipment. Depreciation is generally provided on the straight-line method over the estimated useful lives of the assets. For construction equipment including heavy machinery, vehicles, and field support assets, depreciation is provided on the straight-line method over the estimated useful lives of the assets.

Income taxes. The Company is treated as an S-Corporation for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal returns of the members and taxed depending on their personal tax situations. The financial statements do not reflect a provision for income taxes.

The State of Texas has imposed a franchise tax calculated on certain entities including limited liability companies. The franchise tax is calculated similar to an income tax using gross revenues less the greater of the cost of goods sold, compensation or 30% of gross revenue. All these terms are defined under State statute and are not necessarily the same as those used under generally accepted accounting principles or by the Internal Revenue Service.

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Backlog and contract gross margin. The Company presents backlog where there is a signed contract for work on the schedule of contracts in progress. The indirect cost of the Company's operations are not charged to projects, and therefore the Company's accounting policy does not include any indirect cost in the presentation of contract gross margin in backlog.

2. CASH IN BANK

The Company maintains cash balances at one financial institution. Accounts at the institution were insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2015, there were no uninsured bank balances.

3. ACCOUNTS RECEIVABLE

Accounts receivable, net as of December 31, 2015, is comprised of the following:

Accounts receivable	\$ 962,165
Retainage receivable	274,566
Receivable from employees and others	161,893
Total accounts receivable	<u>1,398,624</u>
Less: allowance for accounts receivable	(50,812)
Less: allowance for retainage receivable	(78,549)
Total accounts receivable, net	<u>\$ 1,269,263</u>

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

4. CONTRACTS IN PROGRESS - COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Contract cost and recognized income not yet billed and related amounts billed as of December 31, 2015, was as follows:

Cost incurred on contracts in progress	\$ 5,431,142
Recognized income	1,092,493
	<u>6,523,635</u>
Progress billings and advance payment	<u>(5,984,281)</u>
	<u>\$ 539,354</u>
Contract cost and recognized income not yet billed	\$ 677,057
Contract billings in excess of cost and recognized income	(137,703)
	<u>\$ 539,354</u>

During the reporting period, the Company incurred \$704,817 of indirect costs for the yard and repair shop which were not charged to projects.

5. BACKLOG

The backlog for future work to be performed on signed contracts was \$7,011,308 at December 31, 2015. The estimated contract gross margin on this work was \$1,347,561. Estimated contract gross margin is based only on the estimated direct cost of completing projects.

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

6. PROPERTY AND EQUIPMENT

Property and equipment, net as of December 31, 2015, is comprised of the following:

Assets	
Machinery and equipment	\$ 1,602,594
Vehicles	69,100
Furniture and equipment	12,401
Building improvements	19,196
Building	220,000
Land	80,000
	<u>2,003,291</u>
Accumulated depreciation	
Machinery and equipment	247,213
Vehicles	28,104
Furniture and equipment	4,566
Building improvements	1,096
Building	15,842
Land	0
	<u>296,821</u>
Net property and equipment	<u>\$ 1,706,470</u>
<u>Depreciation life classes for assets</u>	<u>Range of useful lives</u>
Machinery and equipment	7 Years
Vehicles	5 Years
Furniture and equipment	5 Years
Building improvements	15 Years
Building	39 Years
Land	N/A

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

7. NOTES PAYABLE AND CAPITAL LEASES

Notes payable and capital leases as of December 31, 2015, are comprised of the following:

Secured short-term debt

Line of credit due 2016, interest rate 6.00%	\$ 232,000
Total secured short-term debt	232,000

Secured long-term debt

Secured equipment note due 2016, interest rate 10.00%	6,850
Secured equipment note due 2017, interest rate 9.95%	42,852
Secured equipment note due 2017, interest rate 9.95%	33,008
Secured equipment note due 2017, interest rate 10.00%	5,635
Secured equipment note due 2018, interest rate 2.76%	273,227
Secured equipment note due 2018, interest rate 1.54%	47,870
Secured equipment note due 2019, interest rate 0.00%	177,785
Secured real estate note due 2028, interest rate 8.00%	168,909
Secured real estate note due 2028, interest rate 8.00%	56,305
Total secured long-term debt	812,441

Capital leases

Equipment lease due 2019, interest rate 1.47%	87,191
Equipment lease due 2020, interest rate 2.22%	542,570
Total capital leases	629,761

Unsecured long-term member loans

Unsecured loan from member, no maturity date, interest rate 0%	23,000
Total unsecured long-term debt	23,000

Total long-term debt	1,465,202
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Total debt outstanding	\$ 1,697,202
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SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

7. NOTES PAYABLE AND CAPITAL LEASES (CONTINUED)

Future maturities of long-term debt and capital leases consist of the following:

	<u>Notes Payable</u>	<u>Capital Leases</u>
December 31, 2016	\$ 235,520	\$ 151,277
December 31, 2017	204,657	144,997
December 31, 2018	150,675	91,844
December 31, 2019	46,400	65,119
December 31, 2020	15,203	176,524
Thereafter	159,986	0
	<u>\$ 812,441</u>	<u>\$ 629,761</u>

The Company has one secured line of credit with a limit of \$500,000. The line of credit had an outstanding balance as of December 31, 2015, which matures March 9, 2016. Mr. Fernando Saenz, President, Mr. Ramon Saenz, Vice President, Mr. Arturo Saenz, Secretary, and Mr. Manuel Saenz, Treasurer of the Company, have personally guaranteed the line of credit.

8. SURETY BONDS

The Company, as a condition for entering into certain contracts, has outstanding surety bonds. The bonds are partially collateralized by contracts receivable.

9. RELATED PARTIES

Four member loans exist as of December 31, 2015. Their balances and terms are as follows:

The member balance due to the Company at December 31, 2015 is \$14,322 at 3.00% interest rate with one payment due at December 31, 2016, which would include the principal balance and accrued interest.

The member balance due to the Company at December 31, 2015 is \$23,322 at 3.00% interest rate with one payment due at December 31, 2016, which would include the principal balance and accrued interest.

The member balance due to the Company at December 31, 2015 is \$28,823 at 3.00% interest rate with one payment due at December 31, 2016, which would include the principal balance and accrued interest.

SAENZ BROTHERS CONSTRUCTION, LLC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

9. RELATED PARTIES (CONTINUED)

The member balance due to the Company at December 31, 2015 is \$61,307 at 3.00% interest rate with one payment due at December 31, 2016, which would include the principal balance and accrued interest.

10. SIGNIFICANT NONCASH TRANSACTIONS AND SUPPLEMENTARY CASH FLOW INFORMATION

During the reporting period, the Company traded-in two pieces of equipment with note balances of \$53,707 and \$82,643 to acquire one new piece of equipment.

During the reporting period, the Company paid \$37,194 in interest. The Company paid no income taxes or Texas Franchise taxes.

11. VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Company operates in a geographic region with a history of hurricanes and tropical storms during late summer. Any major storm event could be disruptive to operations.

The Company has a concentration of receivables and retainage of \$794,467 or 71% with two customer as of December 31, 2015.

12. CONTINGENCIES

Management has represented there is no anticipated or pending litigation which would have a material impact on the financial statements.

13. SUBSEQUENT EVENTS

Mr. Fernando Saenz, President of the Company, has evaluated subsequent events through February 12, 2016, the date which the financial statements were available to be issued.

SAENZ BROTHERS CONSTRUCTION, LLC.
FINANCIAL STATEMENTS
For the Year Ended December 31, 2015

SUPPLEMENTAL INFORMATION

	<u>Page No.</u>
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Schedule of Completed Contracts.....	17
Schedule of Cost of Revenue.....	18
Schedule of General and Administrative Expenses.....	19

SAENZ BROTHERS CONSTRUCTION, LLC.
SCHEDULE OF CONTRACTS IN PROGRESS
 As of December 31, 2015

Job Name	Total Contract				From Inception to December 31, 2015				At December 31, 2015			
	Contract Value	Estimated Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Billed to Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Backlog	Percent Complete
South Fork Drainage	3,674,157	476,636	13%	3,674,157	3,197,521	476,636	3,663,407	-	10,750	-	-	100%
Edeouch ISD Parking Lot	866,727	82,024	9%	692,186	626,680	65,506	721,415	158,023		29,229	174,541	80%
City-La Feria Sanitary Sewer Imp	2,364,747	524,306	22%	712,735	554,709	158,026	390,717	1,285,732	322,018		1,652,012	30%
City of La Villa Waste Water Impvs'	583,000	215,364	37%	502,202	316,685	185,517	379,396	50,951	122,806		80,798	86%
Bernal Heights L 2 & Bar 3	1,137,246	266,246	23%	694,731	532,084	162,647	473,248	338,916	221,483		442,515	61%
East Lateral Phase II - Delta Connector	4,909,066	875,478	18%	247,624	203,463	44,161	356,098	3,830,125		108,474	4,661,442	5%
	\$ 13,534,943	\$ 2,440,054	18%	\$ 6,523,635	\$ 5,431,742	\$ 1,092,493	\$ 5,984,281	\$ 5,663,747	\$ 677,057	\$ 137,703	\$ 7,011,308	

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
SCHEDULE OF COMPLETED CONTRACTS
For the Year Ended December 31, 2015

Job Name	Contract Value	Contract Total			Value Completed After January 1, 2015			Value Completed Before January 1, 2015				
		Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent
El Centro Mall No. 4	2,388,135	1,968,380	419,755	18%	165,397	143,122	22,275	13%	2,222,738	1,825,258	397,480	18%
HCID No. 16 NADB Project Phase I	1,067,295	792,996	274,299	26%	109,397	34,237	75,160	69%	957,898	758,759	199,139	21%
PSJA Middle School	520,922	400,934	119,988	23%	30,698	26,379	4,319	14%	490,224	374,555	115,669	24%
Water Treatment Plant SCADA System Project	525,425	357,021	168,404	32%	190,337	84,703	105,634	55%	335,086	272,318	62,770	19%
Puerta Del Sol & Mesquite Acres	219,618	243,786	(24,168)	-11%	61,826	97,323	(35,497)	-57%	157,792	146,463	11,329	7%
Alamo Middle School	322,794	190,543	132,251	41%	(4,944)	15	(4,959)	100%	327,738	190,528	137,210	42%
Schanen Diich Improvements Phase 2	639,980	467,516	192,474	29%	636,316	455,073	181,243	28%	23,674	12,443	11,231	47%
La Joya ISD Natatorium	143,736	128,536	15,200	11%	143,736	128,536	15,200	11%	0	0	0	100%
Mercedes ISD Stadium	498,450	372,164	126,286	25%	498,450	372,164	126,286	25%	0	0	0	100%
Idea Public School - Weslaco	259,996	173,707	86,289	33%	259,996	173,707	86,289	33%	0	0	0	100%
Pharr Bridge Business Park	573,973	361,781	212,192	37%	573,973	361,781	212,192	37%	0	0	0	100%
Weslaco Water and Wastewater Improv.	445,493	302,856	142,637	32%	445,493	302,856	142,637	32%	0	0	0	100%
La Palmas - Sierra Gorda	201,721	172,090	29,631	15%	201,721	172,090	29,631	15%	0	0	0	100%
	\$ 7,827,548	\$ 5,932,310	\$ 1,895,238	24%	\$ 3,312,396	\$ 2,451,986	\$ 960,410	29%	\$ 4,515,152	\$ 3,580,324	\$ 934,828	21%

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
SCHEDULE OF COST OF REVENUE

For the Year Ended December 31, 2015

	<u>Amount</u>
Cost of Revenue	
Cost of Revenue - Direct Costs	
Construction Materials Costs	\$ 2,720,615
Subcontractors Expense	2,365,197
Direct Labor Cost	851,143
Equipment Rental	319,067
Diesel Fuel	157,286
Job Supplies	43,746
Other Construction Costs	262,156
Per Diem Expenses	25,153
Total Cost of Revenue - Direct Costs	<u>6,744,363</u>
Cost of Revenue - Indirect Costs	
Auto and Truck Expenses	131,089
Repairs and Maintenance	38,530
Uniforms - Employees	2,726
Tools and Small Equipment	16,876
Shop Tools and Supplies	42,453
Insurance	136,877
Business Overhead	23,572
Payroll Expense - Indirect	312,694
Total Cost of Revenue - Indirect Costs	<u>704,817</u>
Depreciation	<u>218,330</u>
Total Cost of Revenue	<u>\$ 7,667,510</u>

See Independent Accountant's Review Report and Notes to Financial Statements.

SAENZ BROTHERS CONSTRUCTION, LLC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended December 31, 2015

	<u>Amount</u>
General and Administrative Expenses	
Office Expense	\$ 36,902
Communications	11,598
Meals and Entertainment	20,592
Advertising	3,596
Donations	29,694
Professional Fees	59,364
Other Expenses	15,131
Payroll Expenses - G&A	178,224
Total General and Administrative Expenses	<u>\$ 355,101</u>

See Independent Accountant's Review Report and Notes to Financial Statements.

Attachment B1

REFERENCES VERIFICATION -- 5125 COMPANY

City of Pharr L.S. No. 25 & 16-Inch Force Main Improvements Project
Reference Verification Summary
The 5125 Company
May 5, 2016

Person contacted:

West Ocean Lift Station & Force Main Improvements Project
Los Fresnos, Texas
Project Budget: Unknown
Public Works Director
Carlos Salazar
(956) 233-5768

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes to his knowledge.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
None that he could remember.

3. Is there any reason you would not use this contractor for future work?
No.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.

5. What was their safety record?
No issues with safety record were noted.

City of Pharr L.S. No. 25 & 16-Inch Force Main Improvements Project
Reference Verification Summary
The 5125 Company
May 5, 2016

Person contacted:

Fort Ringgold County Lift Station Upgrade Project

Rio Grande, Texas

Project Budget: \$318,500.00

City of Rio Grande

Ruben Klein

Public Utilities Director

(956) 487-0672

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
No.

3. Is there any reason you would not use this contractor for future work?
No.

4. Did they change project managers/superintendents during the construction period? if so, how many times and did they follow contractual requirements for these changes in personnel?
No.

5. What was their safety record?
No issues with safety record were noted.

City of Pharr L.S. No. 25 & 16-Inch Force Main Improvements Project
Reference Verification Summary
The 5125 Company
May 5, 2016

Person contacted:

12" Water Transmission Main (10 Miles WTM)

Ricardo, Texas

Project Budget: \$800,000.00

Ricardo Water Supply Corporation

Carola Serrato

General Manager

(361) 592-3952

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes. Delays were due to pipe supplier not the Contractor.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Contractor submitted a change order but it was determined that it was not justified. Therefore no change order was granted.

3. Is there any reason you would not use this contractor for future work?
No. Client was satisfied and we would use for future projects.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No recollection.

5. What was their safety record?
Several issues related to the Traffic Control Plan (TCP) were noted. Contractor was notified several times to correct.

City of Pharr L.S. No. 25 & 16-Inch Force Main Improvements Project
Reference Verification Summary
The 5125 Company
May 5, 2016

Person contacted:

City of Edinburg Relocation L.S. #25
Edinburg, Texas
Project Budget: \$777,777.00
Engineering Department
Ponciano Longoria, P.E.
City Engineer
(956) 388-1895

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes. Contractor completed project on schedule.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Yes. Increases and decreases approved by staff and council.

3. Is there any reason you would not use this contractor for future work?
No. If contractor is the lowest responsible bidder they would be recommended for council approval.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
Project Managers/Superintendents were managed by the Owners and all concerns, changes, etc. were addressed.

5. What was their safety record?
No incidents or accidents were recorded for this project.

Attachment B2

REFERENCES VERIFICATION- SAENZ BROTHERS

Reference Checks for Pharr L.S. #25 & 16-Inch Force Main Improvements Project
Saenz Bothers Construction, LLC
May 31, 2016

Person contacted:

Hidalgo County Irrigation District No. 16 NADB Project Phase I

2 Miles North Connaway ¾ West #34

Mission, Texas

Project Budget: (+/-) \$1.1M

Smith Engineering - Consultant

Larry Smith, P.E.

(956) 330-4153

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).

Yes, project had a very aggressive schedule but it was met.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?

One (1) Change Order but this was an owner driven request. Owner decided to replace old/aging equipment that needed to be upgraded.

3. Is there any reason you would not use this contractor for future work?

No, none at all. We would recommend contractor for future work.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?

No, the Owner of the company was very involved throughout the project and day to day construction activities.

5. What was their safety record?

Good Safety Practices.

Reference Checks for Pharr L.S. #25 & 16-Inch Force Main Improvements Project
Saenz Bothers Construction, LLC
May 31, 2016

Person contacted:

East Rio Hondo Water Supply Corporation
206 Industrial Pkwy
Rio Hondo, Texas
Project Budget: (+/-) \$1.4M
Bryan Macmanus
General Manager
(956) 748-3633

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes, project experience delays due to Hurricane Dolly but Contractor was still able to deliver project on schedule.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
No.

3. Is there any reason you would not use this contractor for future work?
No, only concern is the ownership split of the company. The three (3) brothers were all involved in the project and sometimes went in different directions. Owner had difficulties in determining the actual manager for his project.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.

5. What was their safety record?
No injuries were reported.

**Reference Checks for Pharr L.S. #25 & 16-Inch Force Main Improvements Project
Saenz Bothers Construction, LLC**

May 31, 2016

Person contacted:

La Feria Sanitary Sewer Improvements

La Feria, Texas

Project Budget: (+/-) \$2.1M

City of La Feria

Alfonso Rodriguez

Public Works Director

(956) 343-7051

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes. This project is ongoing and Contractor is ahead of schedule.
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Yes. Changes were owner driven.
3. Is there any reason you would not use this contractor for future work?
No. Very easy to work with and Owner would like this Contractor to do all City of La Feria Work.
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.
5. What was their safety record?
No injuries were reported.

Reference Checks for Pharr L.S. #25 & 16-Inch Force Main Improvements Project
Saenz Bothers Construction, LLC
May 31, 2016

Person contacted:

Weslaco Water Treatment Plant – 12" Recycle Line

Weslaco, Texas

Project Budget: (+/-) \$400K

La Fevre Engineering

Milo Salinas, P.E.

Project Engineer

(956) 227-5327

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes. Contractor did an excellent job. They were very helpful with dealing with unforeseen conditions during construction.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Yes. Changes were justified as unforeseen utilities were found on the project.

3. Is there any reason you would not use this contractor for future work?
No. Contractor does good work and is responsive.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.

5. What was their safety record?
No injuries were reported.

**Reference Checks for Pharr L.S. #25 & 16-Inch Force Main Improvements Project
Saenz Bothers Construction, LLC**

May 31, 2016

Person contacted:

Pharr Produce Subdivision

Pharr, Texas

Project Budget: (+/-) \$1.5M

Javier Hinojosa Engineering

Javier Hinojosa, P.E.

President

(956) 668-1588

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).

Yes. Contractor did an excellent job.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?

Yes. Changes were justified due to unforeseen issues related to groundwater conditions. Owner accepted changes.

3. Is there any reason you would not use this contractor for future work?

No. We have no reason not to use this Contractor for future work.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?

No.

5. What was their safety record?

No injuries were reported.

Attachment C

BID TABULATION

BID TABULATION

Project: City of Pharr
 LS #25 and 16-inch Force Main Improvements
 Bid No.: 1516-02-582-0028
 Project #: 5502.00



Firm Registration No. 8038
 1803 Mozelle Street
 Pharr, Texas 78577

Project Engineer: Javier Garcia, P.E.
 Prepared by: Ricardo Salazar, EIT
 Date Prepared: 04/29/15

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	Mor-Wil, LLC		The S125 Company		Saenz Brothers Construction, LLC		Garco Industries Inc.	
				UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
TOTAL LUMP SUM BID											
1	Clearing and Grubbing	LS	1	\$4,227.60	\$4,227.60	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
2	Site Restoration	LS	1	\$6,775.00	\$6,775.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
3	Ground and Surface Water Control	LS	1	\$33,875.00	\$33,875.00	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00
4	Erosion and Sedimentation Controls	LS	1	\$6,775.00	\$6,775.00	\$11,679.66	\$11,679.66	\$10,500.00	\$10,500.00	\$10,750.00	\$10,750.00
5	Trench Excavation Safety Protection	LF	5,314	\$1.95	\$10,362.30	\$6.00	\$31,884.00	\$1.00	\$5,314.00	\$1.00	\$5,314.00
6	Traffic Control Plan & Flagmen	LS	1	\$31,801.85	\$31,801.85	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00
7	Hydrostatic Testing	LS	1	\$6,775.00	\$6,775.00	\$34,699.67	\$34,699.67	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
8	16-inch Force Main, Open Cut. Include cost of trench repair along Raider Drive (Paved Section) and Drainage Channel (Unpaved).	LF	5,600	\$91.02	\$509,712.00	\$110.00	\$616,000.00	\$56.00	\$313,600.00	\$98.00	\$548,800.00
9	16-inch in Tunnel w/ Steel Primary Liner, (All Depth)	LF	170	\$340.72	\$57,922.40	\$750.00	\$127,500.00	\$375.00	\$63,750.00	\$550.00	\$93,500.00
10	16-inch in Steel Casing (Aerial Crossing) at Hidalgo County Drainage District No. 1 Access Drive - This item includes all labor, materials, and services required for the construction of the full width asphalt LS 25 Access Road and shown on the Plans. This includes sub-base treatment, base, surface course (2-inch HMA), and protect/replace and/or adjust valve boxes and manhole rims to the finished street elevation. work also includes concrete valley gutter per TxDOT standards and approved TxDOT Permit.	LF	68	\$597.79	\$40,649.72	\$750.00	\$51,000.00	\$650.00	\$44,200.00	\$690.00	\$46,920.00
11	Existing Lift Station No. 25 Demolition - the total amount for the demolition of the existing Lift Station No. 25	LS	1	\$53,522.50	\$53,522.50	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$27,066.00	\$27,066.00
12	Existing Lift Station No. 25 Installation - the total amount for furnishing all labor, materials, and services required for the construction of the lift station structure complete with pumps, piping, valves and hatches for a fully functioning Lift Station #25 in conjunction with and properly incidental to the Contract Documents.	LS	1	\$547,420.00	\$547,420.00	\$500,000.00	\$500,000.00	\$950,000.00	\$950,000.00	\$951,775.00	\$951,775.00
13	Existing Lift Station No. 25 Control Panel - total amount for furnishing all labor, materials, and services required for fully functioning Control Panel, complete in place including all programming.	LS	1	\$297,136.27	\$297,136.27	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$128,633.50	\$128,633.50
14	All Site Electrical Construction Including Conduit Banks, Conduit, Wire, AEP Electrical Service, Grounding, Testing, Start-Up, Etc. Including all labor, materials, and services complete in place.	LS	1	\$108,400.00	\$108,400.00	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$154,000.00	\$154,000.00
15	Emergency Generator. Includes all labor, materials, and services complete in place.	LS	1	\$112,532.75	\$112,532.75	\$100,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$71,602.00	\$71,602.00
16	Mobilization and Demobilization - (Maximum of 5% of (Line Items 1-16) amount)	LS	1	\$27,100.00	\$27,100.00	\$100,000.00	\$100,000.00	\$185,000.00	\$185,000.00	\$7,000.00	\$7,000.00
17	Permits (Hidalgo County Irrigation District #1 & TxDOT) (ALLOWANCE)	LS	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
18	Betterment (ALLOWANCE)	LS	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
19	LS 6, LS 7, & LS 50 evaluation and repairs. (ALLOWANCE)	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
20	Concrete Sidewalk Repair (EXTRA UNIT COST)	SY	50	\$89.43	\$4,471.50	\$31.00	\$1,550.00	\$40.00	\$2,000.00	\$65.00	\$3,250.00
21	Adjust Manhole (EXTRA UNIT COST)	EA	5	\$1,246.60	\$6,233.00	\$1,600.00	\$8,000.00	\$2,500.00	\$12,500.00	\$550.00	\$2,750.00
22	Curb and Gutter Repair (EXTRA UNIT COST)	LF	100	\$28.45	\$2,845.00	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$15.00	\$1,500.00
23	Remove and Replace Water Service (EXTRA UNIT COST)	EA	5	\$677.50	\$3,387.50	\$2,800.00	\$14,000.00	\$2,500.00	\$12,500.00	\$550.00	\$2,750.00
24	Remove and Replace Sanitary Sewer Service (EXTRA UNIT COST)	EA	5	\$677.50	\$3,387.50	\$3,000.00	\$15,000.00	\$4,500.00	\$22,500.00	\$500.00	\$2,500.00
25	Chain Link Fence Repair (Use New Material for Repairs) (EXTRA UNIT COST)	LF	50	\$10.84	\$542.00	\$30.00	\$1,500.00	\$45.00	\$2,250.00	\$35.00	\$1,750.00
26	Flowable Fill (EXTRA UNIT COST)	CY	100	\$111.11	\$11,111.00	\$200.00	\$20,000.00	\$195.00	\$19,500.00	\$150.00	\$15,000.00
					\$2,274,339.89		\$2,333,333.33		\$2,482,114.00		\$2,540,860.50

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT BID PRICE	AMOUNT BID						
ADDITIVE/DEDUCTIVE ALTERNATIVE											
1	Price increase above base bid to provide three (3) Xylem/Flygt submersible pumps in lieu of KSB pumps for Lift Station No. 25. This includes all lift station pump associated appurtenances.	LS	3	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00	\$0.00	\$0.00
2	Replace ductile iron pipe (DIP) in the wet well from eccentric reducer at pump base to spool piece outside well with Pressure Rate (SDR 21) PVC Certa-Lok Yelomine Pipe and associated restrained joint system and pipe support anchors to wet well. Contractor shall be responsible for submitting drawings for review and approval.	LS	1	-\$2,000.00	-\$2,000.00	\$13,000.00	\$13,000.00	-\$5,000.00	-\$5,000.00	-\$4,600.00	-\$4,600.00

BID TABULATION

Project: City of Pharr
 LS #25 and 16-inch Force Main Improvements
 Bid No.: 1516-02-582-0028
 Project #: 5502.00



Firm Registration No. 8038
 1803 Mozelle Street
 Pharr, Texas 78577

Project Engineer: Javier Garcia, P.E.
 Prepared by: Ricardo Salazar, EIT
 Date Prepared: 04/29/15

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	Spless Construction Co., Inc.		J.M. Construction, Inc.		Foremost Paving, Inc.	
				UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
TOTAL LUMP SUM BID									
1	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
2	Site Restoration	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
3	Ground and Surface Water Control	LS	1	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
4	Erosion and Sedimentation Controls	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
5	Trench Excavation Safety Protection	LF	5,314	\$2.00	\$10,628.00	\$1.00	\$5,314.00	\$3.00	\$15,942.00
6	Traffic Control Plan & Flagmen	LS	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
7	Hydrostatic Testing	LS	1	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
8	16-inch Force Main, Open Cut. Include cost of trench repair along Raider Drive (Paved Section) and Drainage Channel (Unpaved).	LF	5,600	\$60.00	\$336,000.00	\$93.00	\$520,800.00	\$146.00	\$817,600.00
9	16-inch in Tunnel w/ Steel Primary Liner, (All Depth)	LF	170	\$900.00	\$153,000.00	\$420.00	\$71,400.00	\$500.00	\$85,000.00
10	16-inch in Steel Casing (Aerial Crossing) at Hidalgo County Drainage District No. 1 Access Drive - This item includes all labor, materials, and services required for the construction of the full width asphalt LS 25 Access Road and shown on the Plans. This includes sub-base treatment, base, surface course (2-inch HIMAC), and protect/replace and/or adjust valve boxes and manhole rims to the finished street elevation. work also includes concrete valley gutter per TxDOT standards and approved TxDOT Permit	LF	68	\$1,000.00	\$68,000.00	\$850.00	\$57,800.00	\$600.00	\$40,800.00
11	Existing Lift Station No. 25 Demolition - the total amount for the demolition of the existing Lift Station No. 25	LS	1	\$75,000.00	\$75,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
12	Existing Lift Station No. 25 Installation - the total amount for furnishing all labor, materials, and services required for the construction of the lift station structure complete with pumps, piping, valves and hatches for a fully functioning Lift Station #25 in conjunction with and properly incidental to the Contract Documents.	LS	1	\$950,160.00	\$950,160.00	\$1,430,000.00	\$1,430,000.00	\$1,377,000.00	\$1,377,000.00
13	Existing Lift Station No. 25 Control Panel - total amount for furnishing all labor, materials, and services required for fully functioning Control Panel, complete in place including all wiring.	LS	1	\$100,000.00	\$100,000.00	\$102,000.00	\$102,000.00	\$90,000.00	\$90,000.00
14	All Site Electrical Construction Including Conduit Banks, Conduit, Wire, AEP Electrical Service, Grounding, Testing, Start-Up, Etc. Including all labor, materials, and services complete in place.	LS	1	\$400,000.00	\$400,000.00	\$86,000.00	\$86,000.00	\$66,000.00	\$66,000.00
15	Emergency Generator. Includes all labor, materials, and services complete in place.	LS	1	\$90,000.00	\$90,000.00	\$72,000.00	\$72,000.00	\$42,000.00	\$42,000.00
16	Mobilization and Demobilization - (Maximum of 5% of (Line Items 1-16) amount)	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00
17	Permits (Hidalgo County Irrigation District #1 & TxDOT) (ALLOWANCE)	LS	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
18	Betterment (ALLOWANCE)	LS	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
19	LS 6, LS 7, & LS 50 evaluation and repairs. (ALLOWANCE)	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
20	Concrete Sidewalk Repair (EXTRA UNIT COST)	SY	50	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$70.00	\$3,500.00
21	Adjust Manhole (EXTRA UNIT COST)	EA	5	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$550.00	\$2,750.00
22	Curb and Gutter Repair (EXTRA UNIT COST)	LF	100	\$30.00	\$3,000.00	\$32.00	\$3,200.00	\$15.00	\$1,500.00
23	Remove and Replace Water Service (EXTRA UNIT COST)	EA	5	\$750.00	\$3,750.00	\$1,000.00	\$5,000.00	\$1,200.00	\$6,000.00
24	Remove and Replace Sanitary Sewer Service (EXTRA UNIT COST)	EA	5	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,150.00	\$5,750.00
25	Chain Link Fence Repair (Use New Material for Repairs) (EXTRA UNIT COST)	LF	50	\$30.00	\$1,500.00	\$38.00	\$1,900.00	\$30.00	\$1,500.00
26	Flowable Fill (EXTRA UNIT COST)	CY	100	\$100.00	\$10,000.00	\$155.00	\$15,500.00	\$250.00	\$25,000.00
					\$2,852,038.00		\$2,938,914.00		\$3,105,842.00

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
ADDITIVE/DEDUCTIVE ALTERNATIVE									
1	Price increase above base bid to provide three (3) Xylem/Flygt submersible pumps in lieu of KSB pumps for Lift Station No. 25. This includes all lift station pump associated appurtenances.	LS	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Replace ductile iron pipe (DIP) in the wet well from eccentric reducer at pump base to spool piece outside well with Pressure Rate (SDR 21) PVC Certa-Lok Yelomine Pipe and associated restrained joint system and pipe support anchors to wet well. Contractor shall be responsible for submitting drawings for review and approval.	LS	1	-\$8,000.00	-\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00



**CITY COMMISSION
AGENDA MEMORANDUM**

DATE: June 14, 2016
TO: Juan G. Guerra, City Manager
FROM: Leonardo L. Perez

A handwritten signature in blue ink, appearing to be "L. Perez", enclosed in a circular scribble.

SUBJECT: Inter Local Agreement with City of Progreso

ISSUE

The City of Progreso has no dispatching capabilities for fire and related emergencies. The City of Progreso had requested to join our Regional Fire Dispatching Services (Firecomm) and is willing to pay a fee for these service. Firecomm was built for this specific purpose of providing these services to neighboring communities with reimbursement in mind.

FINANCIAL CONSIDERATION

The City of Progreso is requesting that we monitor a maximum of 6 radios and provide emergency fire dispatch services. Currently the City of McAllen has an Inter Local Agreement for these type of services and is paying 50% of the budget for call volume which equates to \$1,367.54 per radio per year. We are recommending that we charge City of Progreso the same fee which equals to \$683.77 per month. The current staffing level at Firecomm will be able to handle the call volume of Progreso.

STAFF RECOMMENDATION

We recommend approval for these service due to small call volume of about 60 calls a year for the City of Progreso. These new service should not impact our current staffing levels in Firecomm and would provide revenue to offset the extra calls.

ALTERNATIVES:

None

Please feel free to contact me with any questions

THANK YOU

INTERLOCAL AGREEMENT FIRE DISPATCH SERVICE

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Agreement made and entered into by and between the **CITY OF PROGRESO**, a home rule municipality (hereinafter sometimes referred to as "Progreso") and the **CITY OF PHARR**, a home rule municipality (hereinafter sometimes referred to as "Pharr"), both situated in Hidalgo County, Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Progreso
Alfredo Espinosa
City Manager
300 N. FM 1015 Rd.
Progreso, TX 78579

City of Pharr
Juan Guerra
City Manager
118 S. Cage Boulevard
Pharr, Texas 78577

WITNESSETH:

WHEREAS, the City of Pharr maintains a full time staff to dispatch fire alarms and related incidents; and

WHEREAS, City of Progreso desires to utilize the City of Pharr's staff to dispatch fire alarms and related incidents, and

WHEREAS, City of Pharr is able to accommodate this request for fire dispatching services and is willing to cooperate with the City of Progreso to effect these services for said purposes; and

WHEREAS, the City of Pharr's recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the City of Pharr is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the City of Pharr and the City of Progreso are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.001, et seq.

NOW, THEREFORE, the City of Pharr and the City of Progreso hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

I. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set out below:

“Fire Dispatch Service” or “Dispatch” means receiving a request for emergency service for a fire alarm, rescue or other related incident via a 911 system, phone line, radio or other applicable form of notification and dispatching the appropriate fire units to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

“Fire Dispatch Center” means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

“Fire Unit” means Engine Company, Rescue Company, Truck Company, Ladder Company, Tenders, Brush Truck, Command Vehicle, Support Unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

II. DUTIES OF CITY OF PHARR

A. In General

During the Contract Term, City of Pharr shall provide dispatch services to Progreso for fire alarms, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

B. Dispatching

The City of Pharr shall receive requests for emergency services at a centralized dispatch center via a 911 system, phone line, radio or other applicable form of notification. The City of Pharr shall dispatch the appropriate Progreso fire units by radio, log all appropriate information, and fill requests issued by the Incident Commander responsible for managing the emergency. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the City of Pharr.

C. Other Services

The City of Pharr will log the availability of Progreso fire units for fire alarm response. Additionally, from time to time, the City of Pharr will process requests to test alarm notification and indications from third party service providers for automatic fire alarm systems.

D. Dispatch Staffing

The City of Pharr will maintain sole responsibility for staffing the fire dispatch center. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

E. Equipment and Facility Maintenance

The City of Pharr will maintain responsibility for maintenance of the fire dispatch center facility and any related equipment or appurtenances. The City of Pharr will provide to the City of Progreso six portable radios for the life of this contract. Any additional radios provided to the City of Progreso shall be documented in writing.

F. Dispatch Policy

The City of Pharr will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the dispatch center.

G. Audit Clause

The City of Pharr will allow Progreso access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the fire dispatch center operations and maintenance.

H. Public Information Requests

The City of Pharr will process requests for public information as they relate to the fire dispatch center in accordance to applicable laws and local policies.

III. DUTIES OF CITY OF PROGRESO

A. Dispatching

The City of Progreso will ensure that all requests for emergency services for fire, rescue, hazardous materials, medical alarms or other related incidents are properly forwarded by the Hidalgo County Sheriff's Office, Texas Department of Public Safety or EMS provider of record to the fire dispatch center in accordance with standards establish by the City of Pharr. Additionally, Progreso fire units will be responsible for advising the fire dispatch of response availability.

B. Reimbursement for Fire Dispatching Services

The City of Progreso will reimburse the City of Pharr for the fire dispatching services based on a flat rate of \$683.77 per month. In the event that additional radios are provided to the City of Progreso, the City of Pharr reserves the right to increase the flat rate in proportion to the number of additional radios.

The City of Pharr reserves the right to increase the flat rate based on the fire dispatch center actual Operating and Maintenance (O&M) cost incurred by the City of Pharr. The fire dispatch actual O&M cost shall include salaries, fringe benefits, hardware/software maintenance fees, communication line costs, facility maintenance and utilities. . Any incidental costs will need to be agreed to by the City of Progreso.

The City of Progreso shall reimburse the City of Pharr on a monthly basis for performance periods beginning in October 2016. . The City of Pharr will invoice the City of Progreso at the end of each month by regular mail, electronic mail or facsimile. Payments will be made in full by Progreso for each

monthly performance period within thirty (30) days after being invoiced.

C. Capital Improvements

The City of Progreso may participate with any capital improvements to the fire dispatch center with approval from the Progreso Board of Commissioners. Capital improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

D. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City of Pharr. If the City of Progreso commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the City of Progreso that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the monthly reimbursement can only be cured by paying that monthly reimbursement due. If the City of Progreso does not cure that breach within thirty (30) days of receiving the written notice of breach, the City of Progreso is in default and the Governing Board shall deliver a written notice of default to the City of Progreso that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of the City of Progreso to cure timely, and
4. The City of Progreso's interest in the Fire Dispatch Center is terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

If the City of Progreso fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the City of Pharr has given the City of Progreso written notice of such failure, then the City of Progreso is in default under this Agreement. In the event of the City of Progreso's default, the City of Pharr has the right to terminate the Agreement, deny the City of Progreso any services provided by the City of Pharr under this Agreement, and retain all moneys paid to the City of Pharr pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the City of Pharr and City of Progreso are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the City of Pharr fail to perform to the standards established by policy, then the City of Progreso's sole remedy is termination of this Agreement. The City of Pharr further agrees to make a refund to the City of Progreso for the portion of any capital improvements paid to Pharr by Progreso within the preceding twelve (12) months from the notice of termination by Progreso as liquidated damages.

If either party is in default of this agreement within the first twelve (12) months of the initial contract period, no liquidated damages will be due.

IV. TERM AND TERMINATION

The first full Contract Term shall be one (1) year from the date October 1, 2016. This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the

Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:

- Upon Progreso giving Pharr less than thirty (30) days prior notice of its intent to terminate, Progreso will reimburse Pharr for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.
- Upon expiration of the ninth (9th) automatic renewal period.

V. MISCELLANEOUS

A. Release

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, THE CITY OF PROGROSO, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF PHARR, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF CITY OF PHARR FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED UNDER THIS CONTRACT.

B. Force Majeure

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

C. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City Pharr, the City Charters and Ordinances of the City of Progreso, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

F. Assignment

The City of Progreso shall not assign this Contract at law or otherwise without the prior written consent of the City of Pharr.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City of Pharr and City of Progreso only.

MEMORANDUM

DATE: June 15, 2016
TO: Juan G. Guerra, City Manager
FROM: Roel Garza, Director of Parks and Recreation *R.G.*

**SUBJECT: Request for approval of the Academy Sports and Outdoors
Sponsorship Agreement Contract**

ISSUE

Academy Sports and Outdoors and the City of Pharr PAL Department are requesting to enter into an agreement for an annual sponsorship.

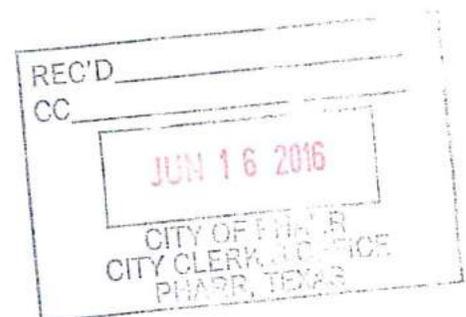
FINANCIAL CONSIDERATION

Academy Sports and Outdoors has agreed to donate \$2,500 for this calendar year.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You





This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the City of Pharr Parks and Recreation ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on June 20, 2016 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until March 1, 2017 Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient:

- One Payment of \$2,500 annually
- Location for in-store registrations for all Parks & Recreation Sponsored Runs
- Location for packet pick up for runs
- Opportunity to promote mutually agreed upon events in the Academy Sports + Outdoors Sunday insert in the Monitor Newspaper. Information must be provided 2 months prior to the insert run date.

Academy will receive the following sponsorship benefits from Recipient:

- Banners up in all seven (7) Baseball fields
- Banners up at two (2) city soccer facilities
- Banners up at two (2) city Football fields
- Sponsor of St. Patricks Day Run and Memorial Run
- Opportunity to participate in other mutually agreed upon events
- Opportunity for mutually agreeable social media postings, League will have their League Night at Academy Sports + Outdoors. Also a one page proof of performance will need to be submitted by December 1, 2016. In the proof of performance please include number of participants per sport, number of tournaments hosted and a photo of the assets.

Category Exclusivity:

Academy shall receive category exclusivity. Recipient shall not solicit or accept advertising, promotions, or sponsorship from any sporting goods or outdoor retailer competing with Academy. 'Sporting Goods or Outdoor Retailer' shall mean any retailer that devotes at least 51% of their total in-store or online sales area to the sale of items similar to items sold by Academy. By way of example and not limited to the following, Sporting Good and Outdoor Retailer shall include Dick's Sporting Goods, Inc., Bass Pro Shops, The Sports Authority, Inc., Recreational Equipment, Inc. (REI), Cabela's Inc., Champs Sports, Gander Mountain, Hibbett Sports, Scheels All Sports, Kansas Sampler, and Rally House.

Invoicing:

- Recipient shall submit invoice for payment processing via email to: promotionsinvoices@academy.com

This **SPONSORSHIP RIDER** (“Rider”) is entered into on March 1, 2016 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors** (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and City of Pharr Parks and Recreation (“Recipient”), a Municipality located at 413 E. Clark, Pharr, TX 78577. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated March 1, 2016. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (“Agreement”).

1. PRICING AND INVOICING.

Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. INSURANCE. Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.

3. REPRESENTATIONS, WARRANTIES AND GUARANTEES. Each Party warrants, represents, and guarantees to the other that:

- a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
- b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
- c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

4. MARKS. Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

5. INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT’S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

6. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

7. ASSIGNMENT. Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

8. ENTIRE AGREEMENT/CHANGES. This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

9. RELATIONSHIP OF THE PARTIES. The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

10. CONFIDENTIALITY. Except to the extent prohibited by law, Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

11. CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS
By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

RECIPIENT

City of Pharr Parks and Recreation
Tax ID Number: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MEMORANDUM

DATE: June 17, 2016
TO: Juan G Guerra, City Manager
FROM: Roel Garza, Director of Parks and Recreation *R.G.*

SUBJECT: Agenda Request: Discussion and possible action, if any, on selection of consultant for Parks and Recreation and Open Space Master Plan and authorizing City Manager to negotiate a fee and execute a contract for professional services.

ISSUE

The Parks and Recreation Department would like to update the current Parks and Open Space Master Plan. A total of seven (7) consultants submitted Qualifications for this project. Attached is the criteria scoring matrix that was used to rank consultants. Also attached are references responses for the three (3) high ranked firms. Staff is recommending Bagley Associates to prepare the updated Parks Master Plan.

FINANCIAL CONSIDERATION

Estimated fee amount \$30,000.00.

STAFF RECOMMENDATION

Staff recommends Bagley Associates to provide the Park Master Plan.

Request for Qualifications

Parks, Recreation and Open Space Master Plan

RFQ No. 1516-01-528-0032

Criteria Scoring

Criteria (points)	Bagley Associates	Design Workshop	Halff & Associates	Carlos Colina-Vargas	Naismith Engineering	Warren Group	Sam Garcia
Previous Work of Similar Type (50 points)							
<i>City Master Plan - Parks & Open Space (25)</i>	74	68	65	60	60	63	61
<i>City Park Plan - Individual Park (25)</i>	74	72	65	55	60	61	61
Firm's Qualifications and Capabilities of Project Manager & Staff (25 points)							
<i>City Master Plan - Parks & Open Space (13)</i>	38	35	30	30	28	31	29
<i>City Park Plan - Individual Park (12)</i>	35	32	29	29	28	26	28
Ability to Meet Deadline (25 points)	75	75	75	65	75	73	70
Total Points	99	94	88	80	84	85	83

References

Ann Cooke Bagley, FAICP

Reference: White Rock East Area Plan, Ellen Childress

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: Fort Bend Parks Master Plan and Needs Assessment, Dewayne Davis

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: Nacogdoches Park Master Plan, Aron Kulhavy

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

References

Halff Associates

Reference: City of Odessa, Steve Patton, Director of Parks and Recreation

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: City of Harlingen, Steve Mendez, Director of Parks and Recreation

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: Georgetown Parks Master Plan, Kimberly Garrett

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

References

Design Workshop

Reference: Park at the Horse Farm Master Plan, Elizabeth Brooks

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: Midtown District: Parks and Open Space, Marlon Marshall

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No

Reference: Belden Trail, Brownsville, Rebeca Castillo

How would you rate the firm in completing the project?

Fair Good Excellent

How would you rate the project manager?

Fair Good Excellent

Was the project completed in a timely matter?

Yes No



MEMORANDUM

DATE: June 13, 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 a fee and execute a contract for professional engineering services with Aldana Engineering & Traffic Design (AETD) for Traffic Signal at the intersection of Veterans and El Dora.

ISSUE

Traffic engineering services are required to prepare plans and specifications for a traffic signal at the intersection of Veterans and El Dora. AETD has provide plans and specifications for four other city traffic signals.

FINANCIAL CONSIDERATION

Estimated fee amount \$20,000.00.

STAFF RECOMMENDATION

Staff recommends approval to negotiation and execute contract.

ALTERNATIVES



MEMORANDUM

DATE: June 13, 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 a fee and execute a contract for professional engineering services with S&B Engineers for HCMPO Project - Veterans Road - Military Road (US 281) to Rancho Blanco Road.

ISSUE

Veterans Road is on the HCMPO city list of projects. Selection of an engineering firm is required in order to begin preparing plans and specifications. S&B Engineering is on the city rotation list of Engineers.

FINANCIAL CONSIDERATION

Estimated fee amount \$600,000.00.

STAFF RECOMMENDATION

Staff recommends approval to negotiation and execute contract.

ALTERNATIVES



MEMORANDUM

DATE: June 13, 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 a fee and execute a contract for professional engineering services for HCMPO Project - Hi-Line Road - Jackson Road to Veterans Road.

ISSUE

Hi-Line Road is on the HCMPO city list of projects. Selection of an engineering firm is required in order to begin preparing plans and specifications.

FINANCIAL CONSIDERATION

Estimated fee amount \$400,000.00.

STAFF RECOMMENDATION

Staff recommends approval to negotiation and execute contract.

ALTERNATIVES



MEMORANDUM

DATE: June 13, 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 a fee and execute a contract for professional engineering services for HCMPO Project - Anaya Road - Cage Blvd (US 281) to Veterans Road.

ISSUE

Anaya Road is on the HCMPO city list of projects. Selection of an engineering firm is required in order to begin preparing plans and specifications.

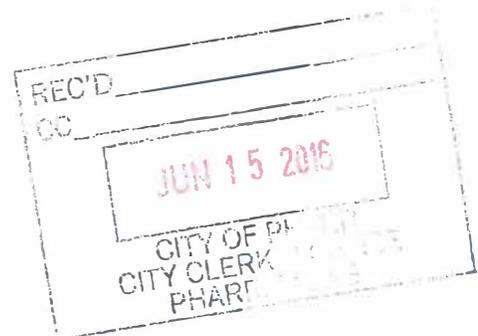
FINANCIAL CONSIDERATION

Estimated fee amount \$300,000.00.

STAFF RECOMMENDATION

Staff recommends approval to negotiation and execute contract.

ALTERNATIVES





AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 6/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration an action if any, authorizing PEDC II Executive Director to execute agreement with De Saro Rodriguez Advertising Agency for professional services on media production services, utilizing Hotel/Motel budget funds.

CLASSIFICATION: Public Hearing Consent Regular X Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes X No

Reason?

ROUTING:

CITY ATTORNEY: P. Rigney

DATE: 6/14/16

ASSISTANT CITY MANAGER: [Signature]

DATE: 6-14-16

CITY MANAGER:

DATE:

REC'D CC [Signature] JUN 14 2016 CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS



AGENDA ITEM SUMMARY

BOARD OF COMISSIONERS

DATE SUBMITTED: 6/14/16

C.C. MEETING DATE: 6/20/16

SUBMITTED BY: Sergio Contreras

DEPARTMENT: PEDC

DIRECTOR: Sergio Contreras

AGENDA ITEM: Consideration and action, if any, authorizing PEDC II Executive Director to amend consulting contract with RGEA Advisors on economic development strategies.

CLASSIFICATION: Public Hearing Consent Regular Closed Session

(*If closed session, City Attorney must review and approve.)

EXCLUDE MATERIAL FROM PUBLIC PACKET: Yes No

Reason? Consulting Contract

ROUTING:

CITY ATTORNEY: *P. Regnier* DATE: 6/14/16

ASSISTANT CITY MANAGER: *Enfer* DATE: 6-14-16

CITY MANAGER: _____ DATE: _____

REC'D *[Signature]*
CC
JUN 14 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

MEMORANDUM

DATE: June 14th, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director



SUBJECT: Negotiate Rental Agreement for 301 S. Cage

ISSUE

Negotiate rental agreement with possible tenants at 301 S Cage

FINANCIAL CONSIDERATION

None, authorization to negotiate only.

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



CITY COMMISSION AGENDA MEMORANDUM

DATE: June 20, 2016

TO: Juan G. Guerra, City Manager

FROM: Gary Rodriguez, Director Community Events

SUBJECT: Request for Consideration of Contract with Upfame

ISSUE

The City of Pharr, through the Boggus Ford Events Center, in pursuit of presenting quality, affordable entertainment to residents and guests of our community, proposes to enter into a contract for the promotional services of Upfame, a local business owned by Carlos Hinojosa, for the services of contracting local bands and artists to perform at the Boggus Ford Events Center, with the goal of generating revenue for the City of Pharr through concession sales associated with the pilot program of Friday Night Honky Tonk, of which the first to be held would be Friday July 22, 2016.

FINANCIAL CONSIDERATION

This agreement would establish obligations and expectations for the City of Pharr and Upfame; and would include a 30-day out, as well as a non-compete clause for same type of services within a 20-mile radius of the Boggus Ford Events Center.

STAFF RECOMMENDATION

Staff recommends approval of this request as a trial vehicle for gauging community support for such entertainment through this pilot program.

ALTERNATIVES

The alternative would be to deny the request.

Please feel free to contact me with any questions

THANK YOU

This Agreement (hereinafter referred to as the "Agreement") is entered between Upfame and The City of Pharr (hereinafter referred to as the "City") on June 21, 2016, is effective immediately and shall continue until June 21, 2017 at 12:00 AM. This agreement is for the purposes of Friday Night Honky Tonk (hereinafter referred to as the "event"), which shall take place the last Friday of every month at the Boggus Ford Events Center located at 3000 N. Cage, Pharr, Texas 78577.

It is agreed as follows:

1. Place, date, and time of Show. The event will be located at the Boggus Ford Events Center located at 3000 N. Cage, Pharr, Texas 78577 the last Friday of every month for one (1) years for a total of 12 shows. If not practicable to do the event on the last Friday of any month, a meeting will be held between the City and Upfame to discuss a date change.

2. Description of Show. Show will be a musical performance with musical content decided by hired acts and will commence at 7 PM and conclude at 12 AM. The City and Upfame reserve the right to request a change of any cover if two or more acts are playing the same cover during any event.

In addition to the musical performance, the event will be conducted so that the attendees will be able to dance to give it a dance hall feel. Cash prizes will be awarded based on competitions and/or for other promotional purposes decided upon by The City and Upfame.

3. Meetings. Meetings will be conducted on a minimum of a monthly basis (bi-weekly if feasible), to discuss upcoming events, changes in cost and/or profit, advertisement and promotional agendas, and any other items deemed important by The City of Pharr and/or Upfame. The meetings will consist of two (2) representatives from the City of Pharr (one from Event Center and one from City Manager's Office) and two (2) representatives from Upfame.

Any changes, updates, and/or new items brought up during meetings will require a 3/4 vote based on one (1) vote per representative.

4. Sponsorship/Advertisers. Any sponsorships, grants, and/or advertisers that award monetary contributions for being promoted online, publicly, and during the event will be used to offset the cost of the event. If the monetary contributions exceed the amount needed to fund the event, the unused money will be used to offset the next event.

5. Hotel/Motel Funds. Hotel/Motel funds will be used to assist with the funding of the event. Hotel/Motel funds will not be reimbursed and in return Upfame will promote The City's Hotels and Motels before, during, and after each event for the duration of its funding. Promotion of the Hotels and Motels will be achieved online and publicly to include nearby cities.

Hotel/Motel funds will be used until Upfame is able to fully finance the event independently, which will be when Upfame has generated a minimum of \$10,000 in revenue. When Upfame is able to secure a total revenue of \$10,000 The City and Upfame can continue their partnership under different terms. The change of the terms are as follows:

- A) The City and Upfame will both be responsible for a 50/50 split of the event costs and profits.
- B) Any sponsors, advertisers, and/or grants solicited through either party will be used for the funding of the collecting party only.

6. Promoter Credit. Every two events under this Agreement will credit Upfame for one Promoter event to be credited toward fulfillment of the required Promoter's Agreement for current and future venue rental prices.

7. Responsibilities. The following are the responsibilities of each party:

A) **Upfame** agrees that for the duration of the Agreement, Upfame will not promote any other country shows within a 20-mile radius from the Boggus Ford Events Center located at 3000 N. Cage, Pharr, Texas 78577. Upfame will be tasked with the implementation of design, webpage design for the event, advertisement, promotional giveaways and competitions, and contracting country acts to perform during the events. Upfame will handle all event details to include sitting arrangements and reservations. Ticket prices will be discussed and agreed upon between The City and Upfame. Additionally, a minimum of one (1) representative from Upfame will be present during the events.

B) **The City** agrees to allow rental to Upfame of the Boggus Ford Events Center at the "promoter's price", for Friday Night Honky Tonk and any other events, hosted solely by Upfame, for the duration of this Agreement. The City will use city funds to fund Upfame with an amount of \$10,000 for the funding of Friday Night Honky Tonk. Any money received from the city, excluding money received through sponsors, advertisers, grants, and/or hotel/motel funds, will be paid back with money collected from sponsorships, grants, advertisers, hotel/motel funds, and with the profits earned from the event during closeout.

Any funding received from The City will be tracked using attached tracking log titled "Addendum I". An initial cost analysis will be provided to the city using attached cost analysis titled "Exhibit I" to be used as a guideline for the associated costs of the event.

Payment for the funding of the event will be paid to Upfame in form of a check by no later than 6-weeks prior to the event. Upfame will ensure that all expenses are paid and will provide proof of payment in the form of check copies during closeout. Receipts, invoices, and bank statements will also be provided, if available, during closeout along with a check for any unused city funds. If any additional money is needed in excess of \$10,000 it will require approval from The City.

8. Payment. If there is a negative cash flow from ticket sales, all monies will first go to pay city funding. Additionally, a negative cash flow will not require Upfame to have to pay back any remaining amount. If the above occurs, a meeting will be held to discuss appropriate steps to take for upcoming events or a cancellation thereof.

Any profit, after payback, from ticket sales will be split 50/50 between The City and Upfame during the closeout of each event. Upfame agrees to forfeit their charge of \$500.00 for the contracting and price negotiation of bands and the \$2500 for the responsibilities listed in section 5(a) of this agreement.

Upfame will retain all monies related to the "promoter's fee" for the sale of merchandise related to the band, which is at a rate of 15% for their total sales or \$100.00 buyout.

The City will retain all monies for the sale of concessions.

9. Classified Statements. While information contained in this Agreement and anything discussed during meetings is not classified, The City and Upfame will refrain from providing information based on this

Agreement to any other party, unless required by law. Information shared will be on a need-to-know basis.

10. Severability. If any portion of the Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

11. Termination of Agreement. Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that this Agreement is terminated, any publicly promoted shows must be held based on the guidelines of this Agreement.

The City and Upfame are independent parties and nothing in this Agreement shall constitute either party as the employer or principal with the other party. Neither The City nor Upfame has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Texas, and any litigation filed in Hidalgo, County Texas.

The below-signed representatives warrant s/he have authority to sign this Agreement on behalf of their organization.

Upfame

The City of Pharr

Name(Print) / Title: _____

Name(Print) / Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name(Print) / Title: _____

Name(Print) / Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**CITY COMMISSION
AGENDA MEMORANDUM**

DATE: June 20, 2016
TO: Mayor and Commissioners
FROM: Hilda Pedraza, TRMC City Clerk

SUBJECT: MOU WITH DEVELOPMENT COMPANY

This item will be discussed in closed session.

THANK YOU