



**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 4:00 PM ON
THURSDAY, MAY 23, 2019**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2018-45. 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. PROCLAMATIONS:

A) Proclamation proclaiming National Public Works Week.

3. PUBLIC HEARINGS:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES.: *(Ordinance No. O-2018-45). 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. 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)*

AGENDA REGULAR MEETING
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- A) Submission of Sales Tax Collection Report for May 2019.
- B) Submission of Tax Collection Report for April 2019.
- C) Submission of Quarterly Report for period ending March 2019.
- D) City Events of Interest.

5. 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 on participation on the 2019 TxDOT Click it or Ticket Campaign. (Grant #2019-PharrPD-CIOT-00019) (POLICE)
- B) Consideration and action on renewal of State Plan of Operation (SPO) between City of Pharr Police Department and Law Enforcement Support Office. (POLICE)
- C) Consideration and action authorizing City Manager to advertise for proposals for construction of offices for IT at the Pharr Public Safety Communications Building. (IT)
- D) Consideration and action authorizing City Manager to advertise for bids for the 16-inch waterline project along Hilina Rd. from Cage Blvd. to Monarch Business Park. (ENGINEERING)
- E) Consideration and action on Development Services Cases:

1. Juan F. Garza, d/b/a Muelle 37, 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 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325**

2. Las Pupusas Del Itacate, LLC. 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 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 807 South Jackson Road, Suite 6. **CUP#180318**

3. Ramiro Armendariz, representing Red Tape VI d/b/a Stiletto's Cabaret, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. **CUP#120418**

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4. Jhoan R. Gonzalez, d/b/a Tacos y Mariscos El Sinaloense, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages in a General Business District (C). The property is legally described as being 0.12 acres, more or less, out of Lot 194, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6811 South Jackson Road. **CUP#190322**
5. Mayra Elizabeth Pedraza has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). The property is legally described as being Lot 48, Los Ranchitos No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7517 South Plata Lane. **CUP#190319**
6. Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). The property is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street. **COZ#190424**
7. Melden & Hunt, Inc., representing Tancitaro's Finest Fruit LLC, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 1.662-acre tract of land, more or less, out of Lot 375, Kelly Pharr Tract, Pharr, Hidalgo County, Texas. The property's physical address is 801 West Bona Terra Drive (rear portion of property). **COZ#190425**

PLATS:

1. Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Brentwood Estates Subdivision. The property is legally described as being a 23.36-acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Ridge Road. **SUB#180101**
2. Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Carmel Estates Subdivision. The property is legally described as being a 28.27-acre tract of land out of Lots 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Ridge Road. **SUB#180102**
3. Melden & Hunt Inc., representing Jose M. Flores Gonzalez, Managing Member for Tancitaro's Finest Fruit and FLMU properties, LLC, A Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed Tancitaro's Finest Fruit subdivision. The property is legally described as being 7.555 acres consisting of 5.893 acres being all of Lot B, Re-Subdivision of Lots 4, 5, 6 and 7 P.E.D.C #1 Subdivision Amended and 1.662 acres being out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800 Block of West Bona Terra Drive. **SUB#190309**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-41 relating to the number of authorized civil service positions within the Fire and Police Department. **(1st Reading)** (HR)

B) Consideration and action, if any, on Ordinance amending Appendix A, Zoning Ordinance. **(1st Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution authorizing submission of grant application for Operation Stone Garden. (Grant #3173104) (POLICE)

7. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing City Manager to advertise for Competitive Sealed Proposals/(Best Value) for the construction of the City of Pharr Aquatic Facility. (ENGINEERING)

B) Discussion and possible action on conditions set forth by Planning and Zoning Commission relating to fencing requirements for AEP substations. (DEVELOPMENT SERVICES)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of three (3) 2019 unmarked Chevrolet Traverse Vehicles utilizing the Tarrant County CO-OP # 2019-014 contract. (Project #1819-01-512-P018-001) (POLICE)

B) Consideration and action, if any, on the purchase of Police Equipment to outfit new police units. (Project #1819-01-512-P019-003) (POLICE)

C) Consideration and action, if any, on the purchase of Ten (10) Panasonic Mobile Data Terminals (MDT) for Pharr Police Department from Turn Key Mobile utilizing co-op DIR-TSO-4025 contract. (Project #1819-01-512-P017-001) (POLICE)

D) Consideration and action, if any, on the purchase of Pro QA call-taking software from Priority Dispatch. (Project #1819-39-510-S019-001) (COMMUNICATIONS)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, amending Professional Infrastructure Services Agreement with Border Infrastructure Consulting, LLC. (BRIDGE)

10. 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 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

Pursuant to Section 551.087, the City may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss

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such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

12. 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 20th day of May 2019 at 3:45 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 20th day of May 2019


HILDA PEDRAZA, TRMC, CMC
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 _____, 20____ by,

Title: _____

Proclamation



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

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works and its divisions such as; fleet services, transportation, stormwater management, drainage, traffic operations, animal care services and recycling; and

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

WHEREAS, the quality and effectiveness of public works, as well as its planning, design, and operations, are vitally dependent upon the efforts and skill of public works directors and their staff; and

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

Now THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of May 19-26, 2019 as:

“National Public Works Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 23rd day of May 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 5/15/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: May 13, 2019

MEETING DATE: May 23, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for May 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of May 2019 (8th month of City's Fiscal Year 2018-2019 but March 's Sales Activity for FY 2018-2019) has shown an OVERALL POSITIVE trend in the amount of \$2,099,316 from this point last year, or an INCREASE of 17.60%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 18.36% compared to last May 2018 collections, the City ranked No. 1 this month compared to 9 other cities in the Valley in sales collections compared to last period, AND ranked No. 1 in collections year to date.

GAAP BASIS

This is the 6th month (Month of Actual Sales) of the fiscal year 2018-2019, to date we are UP 18.58% which equate to \$1,674,384.13 from this point of the fiscal year compared to last year.

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

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 5/13/2019

Alex Meade

Final Approval - 5/20/2019

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

	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269	\$ 1,317,281	\$ 1,374,342	\$ 1,565,305	\$ 190,962
NOV.	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813	1,771,783	233,970
DEC.	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639	1,633,688	270,049
JAN.	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050	1,541,429	39,379
FEB.	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000	1,712,515	2,460,662	748,147
MAR.	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923	1,670,886	264,963
APR.	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946	1,381,333	1,608,553	227,220
MAY	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947	1,646,964	1,771,590	124,626
JUN.	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312	1,573,321		
JUL.	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537		
AUG.	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105	1,556,841		
SEP.	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050	1,538,304		
TOTAL	<u>\$ 13,024,633</u>	<u>\$ 14,268,899</u>	<u>\$ 15,765,800</u>	<u>\$ 16,594,826</u>	<u>\$ 16,944,071</u>	<u>\$ 18,264,581</u>	<u>\$ 14,023,895</u>	<u>\$ 2,099,316</u>

AVERAGE PER MONTH

\$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,522,048 \$ 1,752,987

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,320,511 \$ 2,099,316

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 17.60%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,272,300 \$ 18,893,300
\$ (418,867) \$ 825,399 \$ 785,800 \$ 293,826 \$ 98,371 \$ 992,281
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

* Do NOT INCLUDE one time payments for October 2015 of \$344,044 and April 2016 of \$61,017

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

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 821,818	\$ 821,549	\$ 881,349	\$ 960,952	\$ 987,960	\$ 1,030,757	\$ 1,173,979	\$ 143,222
NOV.	757,310	798,368	954,690	1,025,708	1,093,077	1,153,359	1,328,837	175,477
DEC.	799,257	863,298	941,699	980,169	1,034,876	1,022,729	1,225,266	202,536
JAN.	798,752	874,989	923,703	918,492	987,799	1,126,537	1,156,072	29,534
FEB.	849,149	975,950	1,052,615	1,131,138	1,177,500	1,284,387	1,845,497	561,110
MAR.	761,129	817,995	933,370	937,821	975,163	1,054,442	1,253,165	198,722
APR.	774,960	840,628	896,874	993,675	947,959	1,036,000	1,206,415	170,415
MAY	905,307	999,155	1,093,066	1,219,382	1,233,711	1,235,223	1,328,692	93,469
JUN.	806,678	929,864	1,068,297	1,071,862	1,038,234	1,179,990		
JUL.	815,890	929,270	986,220	1,002,320	1,052,158	1,253,652		
AUG.	902,594	963,078	1,075,281	1,206,753	1,153,579	1,167,631		
SEP.	775,630	887,530	1,017,187	997,847	1,026,037	1,153,728		
TOTAL	<u>\$ 9,768,475</u>	<u>\$ 10,701,674</u>	<u>\$ 11,824,350</u>	<u>\$ 12,446,119</u>	<u>\$ 12,708,053</u>	<u>\$ 13,698,436</u>	<u>\$ 10,517,921</u>	<u>\$ 1,574,487</u>

AVERAGE PER MONTH

\$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,141,536 \$ 1,314,740

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 990,383 \$ 1,574,487

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 17.60%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,954,225 \$ 14,169,975
\$ (314,150) \$ 619,049 \$ 589,350 \$ 220,369 \$ 73,328 \$ 744,211
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

City of Pharr
Annual Sales Tax Activity Analysis FY 18/19 - GAAP Basis

Regular City Tax (1%)

	<u>FY 18/19</u>	<u>FY 17/18</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 816,843.92	\$ 681,819.65	\$ 135,024.27	19.80%	\$ 135,024.27
November	\$ 770,714.50	\$ 751,024.50	\$ 19,690.00	2.62%	\$ 154,714.27
December	\$ 1,230,331.15	\$ 856,257.68	\$ 374,073.47	43.69%	\$ 528,787.74
January	\$ 835,443.02	\$ 702,961.59	\$ 132,481.43	18.85%	\$ 661,269.17
February	\$ 804,276.52	\$ 690,666.50	\$ 113,610.02	16.45%	\$ 774,879.18
March	\$ 885,794.80	\$ 823,481.92	\$ 62,312.89	7.57%	\$ 837,192.07
April	\$ -	\$ 786,660.30			
May	\$ -	\$ 835,768.28			
June	\$ -	\$ 778,420.40			
July	\$ -	\$ 769,151.98			
August	\$ -	\$ 782,652.41			
September	\$ -	\$ 885,891.28			
Totals	\$ 5,343,403.90	\$ 9,344,756.47	\$ 837,192.07	18.58%	

Credit In Lieu of Property Tax (.5%)

	<u>FY 18/19</u>	<u>FY 17/18</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 408,421.96	\$ 340,909.83	\$ 67,512.13	19.80%	\$ 67,512.13
November	\$ 385,357.25	\$ 375,512.25	\$ 9,845.00	2.62%	\$ 77,357.13
December	\$ 615,165.58	\$ 428,128.84	\$ 187,036.74	43.69%	\$ 264,393.87
January	\$ 417,721.51	\$ 351,480.79	\$ 66,240.72	18.85%	\$ 330,634.58
February	\$ 402,138.26	\$ 345,333.25	\$ 56,805.01	16.45%	\$ 387,439.59
March	\$ 442,897.40	\$ 411,740.96	\$ 31,156.44	7.57%	\$ 418,596.03
April	\$ -	\$ 393,330.15			
May	\$ -	\$ 417,884.14			
June	\$ -	\$ 389,210.20			
July	\$ -	\$ 384,575.99			
August	\$ -	\$ 391,326.21			
September	\$ -	\$ 442,945.64			
Totals	\$ 2,671,701.95	\$ 4,672,378.23	\$ 418,596.03	18.58%	

PEDC (.5%)

	<u>FY 18/19</u>	<u>FY 17/18</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 408,421.96	\$ 340,909.83	\$ 67,512.13	19.80%	\$ 67,512.13
November	\$ 385,357.25	\$ 375,512.25	\$ 9,845.00	2.62%	\$ 77,357.13
December	\$ 615,165.58	\$ 428,128.84	\$ 187,036.74	43.69%	\$ 264,393.87
January	\$ 417,721.51	\$ 351,480.79	\$ 66,240.72	18.85%	\$ 330,634.58
February	\$ 402,138.26	\$ 345,333.25	\$ 56,805.01	16.45%	\$ 387,439.59
March	\$ 442,897.40	\$ 411,740.96	\$ 31,156.44	7.57%	\$ 418,596.03
April	\$ -	\$ 393,330.15			
May	\$ -	\$ 417,884.14			
June	\$ -	\$ 389,210.20			
July	\$ -	\$ 384,575.99			
August	\$ -	\$ 391,326.21			
September	\$ -	\$ 442,945.64			
Totals	\$ 2,671,701.95	\$ 4,672,378.23	\$ 418,596.03	18.58%	

Total Sales Tax (2%)

	<u>FY 18/19</u>	<u>FY 17/18</u>	<u>\$ Change</u>	<u>FY 17/18 Budget</u>	<u>Actual vs. Budget</u>
October	\$ 1,633,687.83	\$ 1,363,639.30	\$ 270,048.53	\$ 1,574,441.67	\$ 59,246.16
November	\$ 1,541,429.00	\$ 1,502,049.00	\$ 39,380.00	\$ 1,574,441.67	\$ (33,012.67)
December	\$ 2,460,662.30	\$ 1,712,515.36	\$ 748,146.94	\$ 1,574,441.67	\$ 886,220.63
January	\$ 1,670,886.03	\$ 1,405,923.17	\$ 264,962.86	\$ 1,574,441.67	\$ 96,444.36
February	\$ 1,608,553.03	\$ 1,381,333.00	\$ 227,220.03	\$ 1,574,441.67	\$ 34,111.36
March	\$ 1,771,589.60	\$ 1,646,963.83	\$ 124,625.77	\$ 1,574,441.67	\$ 197,147.93
April	\$ -	\$ 1,573,320.59		\$ 1,574,441.67	
May	\$ -	\$ 1,671,536.56		\$ 1,574,441.67	
June	\$ -	\$ 1,556,840.80		\$ 1,574,441.67	
July	\$ -	\$ 1,538,303.95		\$ 1,574,441.67	
August	\$ -	\$ 1,565,304.82		\$ 1,574,441.67	
September	\$ -	\$ 1,771,782.55		\$ 1,574,441.67	
Totals	\$ 10,686,807.79	\$ 18,689,512.93	\$ 1,674,384.13	\$ 18,893,300.00	\$ 1,240,157.79
			18.58%		\$ 930,118.34

SALES TAX STATE COLLECTION RGV COMPARISON - MAY 2019

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2019 Payments To Date	2018 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Pharr	\$ 1,771,590	\$ 1,646,964	7.57%	\$ 9,053,120	\$ 7,648,785	18.36%
2	Edinburg	\$ 2,359,333	\$ 2,203,439	7.08%	\$ 10,505,051	\$ 9,429,499	11.41%
3	Mcallen	\$ 6,108,914	\$ 6,008,612	1.67%	\$ 29,314,454	\$ 26,922,721	8.88%
4	Weslaco	\$ 1,246,296	\$ 1,284,079	-2.94%	\$ 5,591,328	\$ 5,393,024	3.68%
5	Mission	\$ 1,434,103	\$ 1,486,056	-3.50%	\$ 6,866,356	\$ 6,528,840	5.17%
6	Brownsville	\$ 3,592,714	\$ 3,783,437	-5.04%	\$ 16,779,794	\$ 16,548,826	1.40%
7	Harlingen	\$ 2,275,831	\$ 2,467,034	-7.75%	\$ 11,014,146	\$ 11,006,305	0.07%
8	San Juan	\$ 333,313	\$ 362,419	-8.03%	\$ 1,595,914	\$ 1,522,863	4.80%
9	San Benito	\$ 427,262	\$ 489,825	-12.77%	\$ 1,987,624	\$ 1,976,491	0.56%
10	Mercedes	\$ 543,282	\$ 639,933	-15.10%	\$ 2,793,612	\$ 2,873,557	-2.78%

Rank Based on Calendar Year 2019 To Date Activity							
1	Pharr	\$ 1,771,590	\$ 1,646,964	7.57%	\$ 9,053,120	\$ 7,648,785	18.36%
2	Edinburg	\$ 2,359,333	\$ 2,203,439	7.08%	\$ 10,505,051	\$ 9,429,499	11.41%
3	Mcallen	\$ 6,108,914	\$ 6,008,612	1.67%	\$ 29,314,454	\$ 26,922,721	8.88%
4	Mission	\$ 1,434,103	\$ 1,486,056	-3.50%	\$ 6,866,356	\$ 6,528,840	5.17%
5	San Juan	\$ 333,313	\$ 362,419	-8.03%	\$ 1,595,914	\$ 1,522,863	4.80%
6	Weslaco	\$ 1,246,296	\$ 1,284,079	-2.94%	\$ 5,591,328	\$ 5,393,024	3.68%
7	Brownsville	\$ 3,592,714	\$ 3,783,437	-5.04%	\$ 16,779,794	\$ 16,548,826	1.40%
8	San Benito	\$ 427,262	\$ 489,825	-12.77%	\$ 1,987,624	\$ 1,976,491	0.56%
9	Harlingen	\$ 2,275,831	\$ 2,467,034	-7.75%	\$ 11,014,146	\$ 11,006,305	0.07%
10	Mercedes	\$ 543,282	\$ 639,933	-15.10%	\$ 2,793,612	\$ 2,873,557	-2.78%

STATE TOTALS	\$ 560,596,634	\$ 557,897,857	0.48%	\$ 2,559,463,400	\$ 2,458,421,819	4.11%
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: May 13, 2019

MEETING DATE: May 23, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for April 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Current Collections

Current Tax Collections as of April 2019 are \$17,750,121 or 92.71% collected out of this Year's Levy . This is 0.02% increase compared to last year .

Delinquent Tax

Delinquent Tax Collections as of April 2019 are \$431,529 which is 17.31% collected out of previous year's tax rolls. This is a decrease of 0.59% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 5/13/2019
Final Approval - 5/20/2019

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
APRIL 2019**

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 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	19,278,100.58	17,750,121.36	-	(132,295.11)	1,395,684.11	92.71%	92.69%
2017 & PRIOR YRS	2,534,188.08	431,529.29		(41,117.11)	2,061,541.68	17.31%	17.90%
ROLLBACK	13,987.55	36,831.34	-	22,843.79	-	100.00%	100.00%
TOTALS	21,826,276.21	18,218,481.99	-	(150,568.43)	3,457,225.79		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2019

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	251,955.38	(2,022.46) CURRENT
CURRENT YEAR-P&I	24,715.80	
PRIOR YEARS-BASE TAX	46,256.99	(1,890.00) PRIOR
PRIOR YEARS-P&I	17,975.08	
ROLLBACK	-	ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	8,758.20	PURGED
TOTAL COLLECTIONS	349,661.45	(3,912.46)
LESS TRANSFERRED	250,402.23	
LESS IN TRANSIT	93,115.15	
LESS DUE TO HCAD COMM. FEE	22.75	
LESS DUE TO CO TREASURER	5,788.00	
LESS INTEREST ON REFUND BY COURT	333.32	
BALANCE	-	

*****AFFIDAVIT*****

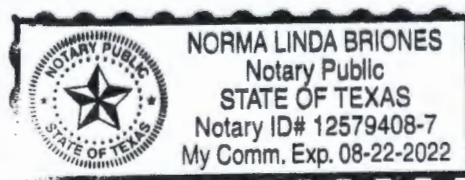
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2019 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 7TH DAY OF MAY 2019 A.D.

[Signature]
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF APRIL 2019

<u>AD VALOREM - CITY OF PHARR</u>	<u>2018-2019</u>	<u>2017-2018</u>	<u>DIFFERENCE</u>
<u>2018 CURRENT</u>			
ORIGINAL LEVY	19,278,100.58	18,625,154.58	652,946.00
MODIFICATIONS	(132,295.11)	(53,094.46)	(79,200.65)
CURRENT LEVY	19,145,805.47	18,572,060.12	573,745.35
CURRENT COLLECTIONS THIS MONTH	251,955.38	262,638.84	(10,683.46)
CURRENT COLLECTIONS TO DATE	17,750,121.36	17,215,237.73	534,883.63
OUTSTANDING TO DATE	1,395,684.11	1,356,822.39	38,861.72
PERCENT COLLECTED/ORIGINAL	92.07%	92.43%	-0.36%
PERCENT COLLECTED/MODIFIED	92.71%	92.69%	0.02%
 TOTAL COLLECTIONS FISCAL YEAR	 17,750,121.36	 17,215,237.73	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,534,188.08	2,497,225.46	36,962.62
MODIFICATIONS	(41,117.11)	(5,386.44)	(35,730.67)
DELINQUENT LEVY	2,493,070.97	2,491,839.02	1,231.95
DELINQUENT COLLECTIONS THIS MONTH	46,256.99	60,793.38	(14,536.39)
DELINQUENT COLLECTIONS TO DATE	431,529.29	446,092.75	(14,563.46)
OUTSTANDING TO DATE	2,061,541.68	2,045,746.27	15,795.41
PERCENT COLLECTED/ORIGINAL	17.03%	17.86%	-0.83%
PERCENT COLLECTED/MODIFIED	17.31%	17.90%	-0.59%
 TOTAL COLLECTIONS FISCAL YEAR	 431,529.29	 446,092.75	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	13,987.55	80,403.97	(66,416.42)
MODIFICATIONS	22,843.79	(50,266.77)	73,110.56
ROLLBACK LEVY	36,831.34	30,137.20	6,694.14
ROLLBACK COLLECTIONS THIS MONTH	0.00	1,701.20	(1,701.20)
ROLLBACK COLLECTIONS TO DATE	36,831.34	30,137.20	6,694.14
OUTSTANDING TO DATE	0.00	0.00	0.00
PERCENT COLLECTED/ORIGINAL	263.32%	37.48%	225.84%
PERCENT COLLECTED/MODIFIED	100.00%	100.00%	0.00%
 TOTAL COLLECTIONS FISCAL YEAR	 36,831.34	 30,137.20	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF APRIL 2019

33

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 RBFEEES	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
2-Apr	12,780.13	1,169.20			874.61	244.90			159.99		15,228.83		15,228.83	
3-Apr	14,839.46	1,414.60			1,371.36	516.14			252.00		18,393.56		18,393.56	
4-Apr	44,651.54	3,995.33			2,309.85	991.28			562.55		52,510.55		52,510.55	
5-Apr	12,263.73	794.97			2,217.83	1,948.32			622.54		17,847.39	98,192.33	(80,344.94)	11-Apr
8-Apr	15,259.65	1,537.46			4,973.72	1,693.25			780.43		24,244.51	24,244.51	0.00	12-Apr
9-Apr	9,052.23	884.43			1,235.68	530.88			275.62		11,978.84	11,978.84	0.00	15-Apr
10-Apr	7,461.02	730.21			2,265.27	629.63			326.94		11,413.07	11,413.07	0.00	16-Apr
11-Apr	7,946.69	734.90			5,453.74	2,186.57			550.00		16,871.90	16,871.90	0.00	17-Apr
12-Apr	6,728.38	700.67			1,017.06	281.68			207.48		8,935.27	8,935.27	0.00	18-Apr
13-Apr	(1,458.05)	(5.84)			(32.58)	0.00			0.00		(1,496.47)		(1,496.47)	SUPP
15-Apr	11,749.37	1,230.58			899.77	476.57			192.96		14,549.25	13,052.78	1,496.47	19-Apr
16-Apr	8,197.40	768.59			1,006.39	387.23			520.24		10,879.85	10,879.85	(0.00)	23-Apr
17-Apr	11,497.40	1,109.11			1,089.10	265.61			163.36		14,124.58	14,124.58	0.00	24-Apr
18-Apr	6,993.51	620.92			1,325.70	501.94			270.97		9,713.04	9,713.04	0.00	25-Apr
22-Apr	9,357.66	945.53			1,909.45	558.66			294.41		13,065.71	13,065.71	0.00	26-Apr
23-Apr	3,299.34	296.52			1,558.08	669.51			258.48		6,081.93	6,081.93	0.00	29-Apr
24-Apr	8,805.77	879.89			1,336.26	508.99			317.51		11,848.42	11,848.42	0.00	30-Apr
25-Apr	10,456.79	1,123.91			2,120.63	879.36			492.38		15,073.07	15,073.07	0.00	1-May
26-Apr	17,949.57	1,828.41			4,135.99	1,890.02			925.47		26,729.46	26,729.46	0.00	2-May
29-Apr	13,796.81	1,425.46			3,466.48	1,029.87			611.22		20,329.84	20,329.84	0.00	3-May
30-Apr	20,326.98	2,530.95			5,722.60	1,784.67			973.65		31,338.85	30,982.78	356.07	7-May
											0.00		0.00	
											0.00		0.00	
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											0.00		0.00	
TTL	251,955.38	24,715.80	0.00	0.00	46,256.99	17,975.08	0.00	0.00	8,758.20	0.00	349,661.45	343,517.38	6,144.07	

OVERALL TOTAL	349,661.45
LESS REFUNDS	0.00
LESS HCAD COMM FEES	22.75
LESS COMM/COST	5,788.00
BALANCE	343,850.70
LESS TRANSFERRED	250,402.23
LESS TRANSF IN TRANSIT	93,115.15
LESS INTEREST ON REFUND BY COURT ORDER	333.32
BALANCE PENDING	333.32

05/01/2019 17:20:30 3216908
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 04/01/2019 THRU 04/30/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 44
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	220,160.09	.00	21,596.85	9,019.61-	232,737.33	974.91	.00	.00	242,731.85
	I & S	.081900	31,795.29	.00	3,118.95	1,302.60-	33,611.64	.00	.00	.00	34,914.24
	TOTAL	.649000	251,955.38	.00	24,715.80	10,322.21-	266,348.97	974.91	.00	.00	277,646.09
2017	M & O	.567100	20,563.07	.00	5,090.31	.00	25,653.38	3,958.50	.00	.00	29,611.88
	I & S	.081900	2,969.71	.00	735.09	.00	3,704.80	.00	.00	.00	3,704.80
	TOTAL	.649000	23,532.78	.00	5,825.40	.00	29,358.18	3,958.50	.00	.00	33,316.68
2016	M & O	.582100	7,691.89	.00	2,638.45	.00	10,330.34	1,466.67	.00	.00	11,797.01
	I & S	.071900	950.08	.00	325.90	.00	1,275.98	.00	.00	.00	1,275.98
	TOTAL	.654000	8,641.97	.00	2,964.35	.00	11,606.32	1,466.67	.00	.00	13,072.99
2015	M & O	.582100	3,953.99	.00	1,594.89	.00	5,548.88	660.92	.00	.00	6,209.80
	I & S	.071900	488.40	.00	196.96	.00	685.36	.00	.00	.00	685.36
	TOTAL	.654000	4,442.39	.00	1,791.85	.00	6,234.24	660.92	.00	.00	6,895.16
2014	M & O	.608100	2,989.57	.00	1,504.42	.00	4,493.99	505.33	.00	.00	4,999.32
	I & S	.071900	353.51	.00	177.92	.00	531.43	.00	.00	.00	531.43
	TOTAL	.680000	3,343.08	.00	1,682.34	.00	5,025.42	505.33	.00	.00	5,530.75
2013	M & O	.605000	1,681.62	.00	1,014.78	.00	2,696.40	209.10	.00	.00	2,905.50
	I & S	.075000	208.44	.00	125.79	.00	334.23	.00	.00	.00	334.23
	TOTAL	.680000	1,890.06	.00	1,140.57	.00	3,030.63	209.10	.00	.00	3,239.73
2012	M & O	.602600	860.69	.00	562.01	.00	1,422.70	133.07	.00	.00	1,555.77
	I & S	.077400	110.56	.00	72.18	.00	182.74	.00	.00	.00	182.74
	TOTAL	.680000	971.25	.00	634.19	.00	1,605.44	133.07	.00	.00	1,738.51
2011	M & O	.602100	694.65	.00	503.21	.00	1,197.86	95.92	.00	.00	1,293.78
	I & S	.077900	89.88	.00	65.09	.00	154.97	.00	.00	.00	154.97
	TOTAL	.680000	784.53	.00	568.30	.00	1,352.83	95.92	.00	.00	1,448.75
2010	M & O	.601800	485.27	.00	396.44	.00	881.71	109.91	.00	.00	991.62
	I & S	.078200	63.04	.00	51.52	.00	114.56	.00	.00	.00	114.56
	TOTAL	.680000	548.31	.00	447.96	.00	996.27	109.91	.00	.00	1,106.18
2009	M & O	.601800	585.68	.00	561.49	.00	1,147.17	146.33	.00	.00	1,293.50
	I & S	.078200	76.10	.00	72.97	.00	149.07	.00	.00	.00	149.07
	TOTAL	.680000	661.78	.00	634.46	.00	1,296.24	146.33	.00	.00	1,442.57
2008	M & O	.602940	347.48	.00	458.80	.00	806.28	123.15	.00	.00	929.43
	I & S	.078910	45.47	.00	60.05	.00	105.52	.00	.00	.00	105.52
	TOTAL	.681850	392.95	.00	518.85	.00	911.80	123.15	.00	.00	1,034.95
2007	M & O	.596130	202.17	.00	263.52	.00	465.69	62.84	.00	.00	528.53
	I & S	.086990	29.49	.00	38.46	.00	67.95	.00	.00	.00	67.95
	TOTAL	.683120	231.66	.00	301.98	.00	533.64	62.84	.00	.00	596.48

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 TC298-D SELECTION: SYSTEM
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PAGE: 45
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	122.59	.00	187.77	.00	310.36	51.69	.00	.00	362.05
	I & S	.089990	18.59	.00	28.48	.00	47.07	.00	.00	.00	47.07
	TOTAL	.683120	141.18	.00	216.25	.00	357.43	51.69	.00	.00	409.12
2005	M & O	.593130	81.49	.00	138.53	.00	220.02	38.01	.00	.00	258.03
	I & S	.089990	12.36	.00	21.02	.00	33.38	.00	.00	.00	33.38
	TOTAL	.683120	93.85	.00	159.55	.00	253.40	38.01	.00	.00	291.41
2004	M & O	.601650	107.03	.00	187.91	.00	294.94	48.30	.00	.00	343.24
	I & S	.081470	14.49	.00	25.44	.00	39.93	.00	.00	.00	39.93
	TOTAL	.683120	121.52	.00	213.35	.00	334.87	48.30	.00	.00	383.17
2003	M & O	.596220	227.83	.00	389.64	.00	617.47	85.89	.00	.00	703.36
	I & S	.086900	33.21	.00	56.79	.00	90.00	.00	.00	.00	90.00
	TOTAL	.683120	261.04	.00	446.43	.00	707.47	85.89	.00	.00	793.36
2002	M & O	.590210	61.70	.00	127.10	.00	188.80	33.11	.00	.00	221.91
	I & S	.099790	10.43	.00	21.49	.00	31.92	.00	.00	.00	31.92
	TOTAL	.690000	72.13	.00	148.59	.00	220.72	33.11	.00	.00	253.83
2001	M & O	.564720	59.03	.00	128.68	.00	187.71	33.02	.00	.00	220.73
	I & S	.097590	10.20	.00	22.24	.00	32.44	.00	.00	.00	32.44
	TOTAL	.662310	69.23	.00	150.92	.00	220.15	33.02	.00	.00	253.17
1998	M & O	.505610	9.31	.00	19.20	.00	28.51	3.84	.00	.00	32.35
	I & S	.124390	2.29	.00	4.72	.00	7.01	.00	.00	.00	7.01
	TOTAL	.630000	11.60	.00	23.92	.00	35.52	3.84	.00	.00	39.36
1997	M & O	.524810	27.67	.00	62.86	.00	90.53	12.32	.00	.00	102.85
	I & S	.075190	3.96	.00	9.00	.00	12.96	.00	.00	.00	12.96
	TOTAL	.600000	31.63	.00	71.86	.00	103.49	12.32	.00	.00	115.81
1995	M & O	.510030	11.94	.00	28.87	.00	40.81	5.37	.00	.00	46.18
	I & S	.089970	2.11	.00	5.09	.00	7.20	.00	.00	.00	7.20
	TOTAL	.600000	14.05	.00	33.96	.00	48.01	5.37	.00	.00	53.38
ALL	M & O		260,924.76	.00	37,455.73	9,019.61-	289,360.88	8,758.20	.00	.00	307,138.69
ALL	I & S		37,287.61	.00	5,235.15	1,302.60-	41,220.16	.00	.00	.00	42,522.76
ALL	TOTAL		298,212.37	.00	42,690.88	10,322.21-	330,581.04	8,758.20	.00	.00	349,661.45
DLQ	M & O		40,764.67	.00	15,858.88	.00	56,623.55	7,783.29	.00	.00	64,406.84
DLQ	I & S		5,492.32	.00	2,116.20	.00	7,608.52	.00	.00	.00	7,608.52
DLQ	TOTAL		46,256.99	.00	17,975.08	.00	64,232.07	7,783.29	.00	.00	72,015.36

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TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
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EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
	CURR M & O		220,160.09	.00	21,596.85	9,019.61-	232,737.33	974.91	.00	.00	242,731.85
	CURR I & S		31,795.29	.00	3,118.95	1,302.60-	33,611.64	.00	.00	.00	34,914.24
	CURR TOTAL		251,955.38	.00	24,715.80	10,322.21-	266,348.97	974.91	.00	.00	277,646.09

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TAX COLLECTION SYSTEM
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	220,160.09	.00	21,596.85	9,019.61-	232,737.33	974.91	.00	.00	242,731.85
	I & S	.081900	31,795.29	.00	3,118.95	1,302.60-	33,611.64	.00	.00	.00	34,914.24
	TOTAL	.649000	251,955.38	.00	24,715.80	10,322.21-	266,348.97	974.91	.00	.00	277,646.09
2017	M & O	.567100	20,563.07	.00	5,090.31	.00	25,653.38	3,958.50	.00	.00	29,611.88
	I & S	.081900	2,969.71	.00	735.09	.00	3,704.80	.00	.00	.00	3,704.80
	TOTAL	.649000	23,532.78	.00	5,825.40	.00	29,358.18	3,958.50	.00	.00	33,316.68
2016	M & O	.582100	7,691.89	.00	2,638.45	.00	10,330.34	1,466.67	.00	.00	11,797.01
	I & S	.071900	950.08	.00	325.90	.00	1,275.98	.00	.00	.00	1,275.98
	TOTAL	.654000	8,641.97	.00	2,964.35	.00	11,606.32	1,466.67	.00	.00	13,072.99
2015	M & O	.582100	3,953.99	.00	1,594.89	.00	5,548.88	660.92	.00	.00	6,209.80
	I & S	.071900	488.40	.00	196.96	.00	685.36	.00	.00	.00	685.36
	TOTAL	.654000	4,442.39	.00	1,791.85	.00	6,234.24	660.92	.00	.00	6,895.16
2014	M & O	.608100	2,989.57	.00	1,504.42	.00	4,493.99	505.33	.00	.00	4,999.32
	I & S	.071900	353.51	.00	177.92	.00	531.43	.00	.00	.00	531.43
	TOTAL	.680000	3,343.08	.00	1,682.34	.00	5,025.42	505.33	.00	.00	5,530.75
2013	M & O	.605000	1,681.62	.00	1,014.78	.00	2,696.40	209.10	.00	.00	2,905.50
	I & S	.075000	208.44	.00	125.79	.00	334.23	.00	.00	.00	334.23
	TOTAL	.680000	1,890.06	.00	1,140.57	.00	3,030.63	209.10	.00	.00	3,239.73
2012	M & O	.602600	860.69	.00	562.01	.00	1,422.70	133.07	.00	.00	1,555.77
	I & S	.077400	110.56	.00	72.18	.00	182.74	.00	.00	.00	182.74
	TOTAL	.680000	971.25	.00	634.19	.00	1,605.44	133.07	.00	.00	1,738.51
2011	M & O	.602100	694.65	.00	503.21	.00	1,197.86	95.92	.00	.00	1,293.78
	I & S	.077900	89.88	.00	65.09	.00	154.97	.00	.00	.00	154.97
	TOTAL	.680000	784.53	.00	568.30	.00	1,352.83	95.92	.00	.00	1,448.75
2010	M & O	.601800	485.27	.00	396.44	.00	881.71	109.91	.00	.00	991.62
	I & S	.078200	63.04	.00	51.52	.00	114.56	.00	.00	.00	114.56
	TOTAL	.680000	548.31	.00	447.96	.00	996.27	109.91	.00	.00	1,106.18
2009	M & O	.601800	585.68	.00	561.49	.00	1,147.17	146.33	.00	.00	1,293.50
	I & S	.078200	76.10	.00	72.97	.00	149.07	.00	.00	.00	149.07
	TOTAL	.680000	661.78	.00	634.46	.00	1,296.24	146.33	.00	.00	1,442.57
2008	M & O	.602940	347.48	.00	458.80	.00	806.28	123.15	.00	.00	929.43
	I & S	.078910	45.47	.00	60.05	.00	105.52	.00	.00	.00	105.52
	TOTAL	.681850	392.95	.00	518.85	.00	911.80	123.15	.00	.00	1,034.95
2007	M & O	.596130	202.17	.00	263.52	.00	465.69	62.84	.00	.00	528.53
	I & S	.086990	29.49	.00	38.46	.00	67.95	.00	.00	.00	67.95
	TOTAL	.683120	231.66	.00	301.98	.00	533.64	62.84	.00	.00	596.48

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	122.59	.00	187.77	.00	310.36	51.69	.00	.00	362.05
	I & S	.089990	18.59	.00	28.48	.00	47.07	.00	.00	.00	47.07
	TOTAL	.683120	141.18	.00	216.25	.00	357.43	51.69	.00	.00	409.12
2005	M & O	.593130	81.49	.00	138.53	.00	220.02	38.01	.00	.00	258.03
	I & S	.089990	12.36	.00	21.02	.00	33.38	.00	.00	.00	33.38
	TOTAL	.683120	93.85	.00	159.55	.00	253.40	38.01	.00	.00	291.41
2004	M & O	.601650	107.03	.00	187.91	.00	294.94	48.30	.00	.00	343.24
	I & S	.081470	14.49	.00	25.44	.00	39.93	.00	.00	.00	39.93
	TOTAL	.683120	121.52	.00	213.35	.00	334.87	48.30	.00	.00	383.17
2003	M & O	.596220	227.83	.00	389.64	.00	617.47	85.89	.00	.00	703.36
	I & S	.086900	33.21	.00	56.79	.00	90.00	.00	.00	.00	90.00
	TOTAL	.683120	261.04	.00	446.43	.00	707.47	85.89	.00	.00	793.36
2002	M & O	.590210	61.70	.00	127.10	.00	188.80	33.11	.00	.00	221.91
	I & S	.099790	10.43	.00	21.49	.00	31.92	.00	.00	.00	31.92
	TOTAL	.690000	72.13	.00	148.59	.00	220.72	33.11	.00	.00	253.83
2001	M & O	.564720	59.03	.00	128.68	.00	187.71	33.02	.00	.00	220.73
	I & S	.097590	10.20	.00	22.24	.00	32.44	.00	.00	.00	32.44
	TOTAL	.662310	69.23	.00	150.92	.00	220.15	33.02	.00	.00	253.17
1998	M & O	.505610	9.31	.00	19.20	.00	28.51	3.84	.00	.00	32.35
	I & S	.124390	2.29	.00	4.72	.00	7.01	.00	.00	.00	7.01
	TOTAL	.630000	11.60	.00	23.92	.00	35.52	3.84	.00	.00	39.36
1997	M & O	.524810	27.67	.00	62.86	.00	90.53	12.32	.00	.00	102.85
	I & S	.075190	3.96	.00	9.00	.00	12.96	.00	.00	.00	12.96
	TOTAL	.600000	31.63	.00	71.86	.00	103.49	12.32	.00	.00	115.81
1995	M & O	.510030	11.94	.00	28.87	.00	40.81	5.37	.00	.00	46.18
	I & S	.089970	2.11	.00	5.09	.00	7.20	.00	.00	.00	7.20
	TOTAL	.600000	14.05	.00	33.96	.00	48.01	5.37	.00	.00	53.38
ALL	M & O		260,924.76	.00	37,455.73	9,019.61-	289,360.88	8,758.20	.00	.00	307,138.69
ALL	I & S		37,287.61	.00	5,235.15	1,302.60-	41,220.16	.00	.00	.00	42,522.76
ALL	TOTAL		298,212.37	.00	42,690.88	10,322.21-	330,581.04	8,758.20	.00	.00	349,661.45
DLQ	M & O		40,764.67	.00	15,858.88	.00	56,623.55	7,783.29	.00	.00	64,406.84
DLQ	I & S		5,492.32	.00	2,116.20	.00	7,608.52	.00	.00	.00	7,608.52
DLQ	TOTAL		46,256.99	.00	17,975.08	.00	64,232.07	7,783.29	.00	.00	72,015.36

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TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL
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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
	CURR M & O		220,160.09	.00	21,596.85	9,019.61-	232,737.33	974.91	.00	.00	242,731.85
	CURR I & S		31,795.29	.00	3,118.95	1,302.60-	33,611.64	.00	.00	.00	34,914.24
	CURR TOTAL		251,955.38	.00	24,715.80	10,322.21-	266,348.97	974.91	.00	.00	277,646.09

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2019 TO 04/30/2019

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	20,037,341-	2,977,265,481	00.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	2,022.46-	132,295.11-	251,955.38	17,750,121.36	1,395,684.11	92.71	0.00
2017	712,866.95	650.25-	33,965.45-	23,532.78	254,383.92	424,517.58	37.47	706.99-
2016	355,416.28	347.33-	2,348.49-	8,641.97	76,797.86	276,269.93	21.75	120.89-
2015	271,695.60	334.41-	3,868.81-	4,442.39	37,303.84	230,522.95	13.93	97.66-
2014	176,199.19	158.10-	282.80-	3,343.08	17,969.05	157,947.34	10.21	158.10-
2013	114,193.24	125.84-	125.84-	1,890.06	9,060.06	105,007.34	7.94	125.84-
2012	105,775.27	101.54-	101.54-	971.25	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	784.53	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	70.99-	322.64-	548.31	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	661.78	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	392.95	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	231.66	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	141.18	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	93.85	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	121.52	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	261.04	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	72.13	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	69.23	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	0.00	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	0.00	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	11.60	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	45.68	1,473.55	66,240.35	2.18	0.00
****	21,812,288.66	3,912.46-	173,412.22-	298,212.37	18,181,650.65	3,457,225.79		1,735.20-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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AG ROLLBACK ONLY

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FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	3,929.47	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2017	0.00	.00	3,929.47	0.00	3,929.47	0.00		0.00
2016	3,077.78	.00	4,227.14	0.00	7,304.92	0.00		0.00
2015	3,478.95	.00	4,495.57	0.00	7,974.52	0.00		0.00
2014	3,611.49	.00	4,955.23	0.00	8,566.72	0.00		0.00
2013	3,819.33	.00	5,236.38	0.00	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	.00	22,843.79	0.00	36,831.34	0.00		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2019 TO 04/30/2019

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	20,037,341-	2,977,265,481	00.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	2,022.46-	132,295.11-	251,955.38	17,750,121.36	1,395,684.11	92.71	0.00
2017	712,866.95	650.25-	30,035.98-	23,532.78	258,313.39	424,517.58	37.83	706.99-
2016	358,494.06	347.33-	1,878.65	8,641.97	84,102.78	276,269.93	23.34	120.89-
2015	275,174.55	334.41-	626.76	4,442.39	45,278.36	230,522.95	16.42	97.66-
2014	179,810.68	158.10-	4,672.43	3,343.08	26,535.77	157,947.34	14.38	158.10-
2013	118,012.57	125.84-	5,110.54	1,890.06	18,115.77	105,007.34	14.71	125.84-
2012	105,775.27	101.54-	101.54-	971.25	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	784.53	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	70.99-	322.64-	548.31	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	661.78	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	392.95	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	231.66	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	141.18	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	93.85	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	121.52	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	261.04	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	72.13	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	69.23	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	0.00	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	0.00	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	11.60	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	45.68	1,473.55	66,240.35	2.18	0.00
****	21,826,276.21	3,912.46-	150,568.43-	298,212.37	18,218,481.99	3,457,225.79		1,735.20-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 04/01/2019 TO 04/30/2019

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	2,997,302,822	20,037,341-	2,977,265,481	0.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	19,278,100.58	2,022.46-	132,295.11-	251,955.38	17,750,121.36	1,395,684.11	92.71	0.00
	ADJUSTMENT REFUNDS	1,506.50-	33,779.21-					
2017	712,866.95	650.25-	33,965.45-	23,532.78	254,383.92	424,517.58	37.47	706.99-
	ADJUSTMENT REFUNDS	16.23-	31,111.28-					
2016	355,416.28	347.33-	2,348.49-	8,641.97	76,797.86	276,269.93	21.75	120.89-
	ADJUSTMENT REFUNDS	16.35-	1,777.93-					
2015	271,695.60	334.41-	3,868.81-	4,442.39	37,303.84	230,522.95	13.93	97.66-
	ADJUSTMENT REFUNDS	.00	998.54-					
2014	176,199.19	158.10-	282.80-	3,343.08	17,969.05	157,947.34	10.21	158.10-
	ADJUSTMENT REFUNDS	.00	149.60-					
2013	114,193.24	125.84-	125.84-	1,890.06	9,060.06	105,007.34	7.94	125.84-
2012	105,775.27	101.54-	101.54-	971.25	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	784.53	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	70.99-	322.64-	548.31	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	661.78	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	392.95	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	231.66	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	141.18	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	93.85	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	121.52	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	261.04	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	72.13	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	69.23	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	0.00	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	0.00	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	11.60	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	45.68	1,473.55	66,240.35	2.18	0.00
****	21,812,288.66	3,912.46-	173,412.22-	298,212.37	18,181,650.65	3,457,225.79		1,735.20-
	ADJUSTMENT REFUNDS	1,539.08-	67,816.56-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.649000	3,929.47	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2017	0.00	.00	3,929.47	0.00	3,929.47	0.00		0.00
ADJUSTMENT REFUNDS		16.23-	31,111.28-					
2016	3,077.78	.00	4,227.14	0.00	7,304.92	0.00		0.00
ADJUSTMENT REFUNDS		16.35-	1,777.93-					
2015	3,478.95	.00	4,495.57	0.00	7,974.52	0.00		0.00
ADJUSTMENT REFUNDS		.00	998.54-					
2014	3,611.49	.00	4,955.23	0.00	8,566.72	0.00		0.00
ADJUSTMENT REFUNDS		.00	149.60-					
2013	3,819.33	.00	5,236.38	0.00	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	.00	22,843.79	0.00	36,831.34	0.00		0.00
ADJUSTMENT REFUNDS		32.58-	34,037.35-					

TAX COLLECTION SYSTEM
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INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	20,037,341-	2,977,265,481	0.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	2,022.46-	132,295.11-	251,955.38	17,750,121.36	1,395,684.11	92.71	0.00
ADJUSTMENT REFUNDS		1,506.50-	33,779.21-					
2017	712,866.95	650.25-	30,035.98-	23,532.78	258,313.39	424,517.58	37.83	706.99-
ADJUSTMENT REFUNDS		16.23-	31,111.28-					
2016	358,494.06	347.33-	1,878.65	8,641.97	84,102.78	276,269.93	23.34	120.89-
ADJUSTMENT REFUNDS		16.35-	1,777.93-					
2015	275,174.55	334.41-	626.76	4,442.39	45,278.36	230,522.95	16.42	97.66-
ADJUSTMENT REFUNDS		.00	998.54-					
2014	179,810.68	158.10-	4,672.43	3,343.08	26,535.77	157,947.34	14.38	158.10-
ADJUSTMENT REFUNDS		.00	149.60-					
2013	118,012.57	125.84-	5,110.54	1,890.06	18,115.77	105,007.34	14.71	125.84-
2012	105,775.27	101.54-	101.54-	971.25	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	784.53	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	70.99-	322.64-	548.31	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	661.78	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	392.95	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	231.66	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	141.18	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	93.85	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	121.52	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	261.04	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	72.13	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	69.23	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	0.00	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	0.00	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	11.60	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	45.68	1,473.55	66,240.35	2.18	0.00
***	21,826,276.21	3,912.46-	150,568.43-	298,212.37	18,218,481.99	3,457,225.79		1,735.20-
ADJUSTMENT REFUNDS		1,539.08-	67,816.56-					

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	15,510,161.01	.00	133,564.39	915,165.34-	14,728,560.06	1,104.62	.00	.00	15,644,830.02
	I & S	.081900	2,239,960.35	.00	19,288.88	132,167.17-	2,127,082.06	.00	.00	.00	2,259,249.23
	TOTAL	.649000	17,750,121.36	.00	152,853.27	1,047,332.51-	16,855,642.12	1,104.62	.00	.00	17,904,079.25
2017	M & O	.567100	222,282.34	.00	56,412.34	1,296.28-	277,398.40	49,594.06	.00	.00	328,288.74
	I & S	.081900	32,101.58	.00	8,147.05	187.20-	40,061.43	.00	.00	.00	40,248.63
	TOTAL	.649000	254,383.92	.00	64,559.39	1,483.48-	317,459.83	49,594.06	.00	.00	368,537.37
2016	M & O	.582100	68,354.85	.00	23,596.93	176.91-	91,774.87	14,424.37	.00	.00	106,376.15
	I & S	.071900	8,443.01	.00	2,914.59	21.86-	11,335.74	.00	.00	.00	11,357.60
	TOTAL	.654000	76,797.86	.00	26,511.52	198.77-	103,110.61	14,424.37	.00	.00	117,733.75
2015	M & O	.582100	33,202.75	.00	15,116.31	47.50-	48,271.56	7,416.62	.00	.00	55,735.68
	I & S	.071900	4,101.09	.00	1,867.05	5.87-	5,962.27	.00	.00	.00	5,968.14
	TOTAL	.654000	37,303.84	.00	16,983.36	53.37-	54,233.83	7,416.62	.00	.00	61,703.82
2014	M & O	.608100	16,069.07	.00	8,764.24	.00	24,833.31	3,410.75	.00	.00	28,244.06
	I & S	.071900	1,899.98	.00	1,036.36	.00	2,936.34	.00	.00	.00	2,936.34
	TOTAL	.680000	17,969.05	.00	9,800.60	.00	27,769.65	3,410.75	.00	.00	31,180.40
2013	M & O	.605000	8,060.79	.00	5,024.26	.00	13,085.05	1,362.33	.00	.00	14,447.38
	I & S	.075000	999.27	.00	622.85	.00	1,622.12	.00	.00	.00	1,622.12
	TOTAL	.680000	9,060.06	.00	5,647.11	.00	14,707.17	1,362.33	.00	.00	16,069.50
2012	M & O	.602600	5,542.18	.00	3,736.28	.00	9,278.46	809.82	.00	.00	10,088.28
	I & S	.077400	711.88	.00	479.90	.00	1,191.78	.00	.00	.00	1,191.78
	TOTAL	.680000	6,254.06	.00	4,216.18	.00	10,470.24	809.82	.00	.00	11,280.06
2011	M & O	.602100	4,753.45	.00	3,850.63	.00	8,604.08	1,051.51	.00	.00	9,655.59
	I & S	.077900	614.99	.00	498.21	.00	1,113.20	.00	.00	.00	1,113.20
	TOTAL	.680000	5,368.44	.00	4,348.84	.00	9,717.28	1,051.51	.00	.00	10,768.79
2010	M & O	.601800	4,054.50	.00	3,563.91	.00	7,618.41	865.25	.00	.00	8,483.66
	I & S	.078200	526.86	.00	463.13	.00	989.99	.00	.00	.00	989.99
	TOTAL	.680000	4,581.36	.00	4,027.04	.00	8,608.40	865.25	.00	.00	9,473.65
2009	M & O	.601800	2,814.60	.00	2,868.08	.00	5,682.68	704.88	.00	.00	6,387.56
	I & S	.078200	365.73	.00	372.72	.00	738.45	.00	.00	.00	738.45
	TOTAL	.680000	3,180.33	.00	3,240.80	.00	6,421.13	704.88	.00	.00	7,126.01
2008	M & O	.602940	2,786.42	.00	3,417.09	.00	6,203.51	464.51	.00	.00	6,668.02
	I & S	.078910	364.69	.00	447.21	.00	811.90	.00	.00	.00	811.90
	TOTAL	.681850	3,151.11	.00	3,864.30	.00	7,015.41	464.51	.00	.00	7,479.92
2007	M & O	.596130	2,580.36	.00	3,342.69	.00	5,923.05	834.71	.00	.00	6,757.76
	I & S	.086990	376.53	.00	487.80	.00	864.33	.00	.00	.00	864.33
	TOTAL	.683120	2,956.89	.00	3,830.49	.00	6,787.38	834.71	.00	.00	7,622.09

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	2,155.05	.00	2,977.91	.00	5,132.96	722.03	.00	.00	5,854.99
	I & S	.089990	326.94	.00	451.79	.00	778.73	.00	.00	.00	778.73
	TOTAL	.683120	2,481.99	.00	3,429.70	.00	5,911.69	722.03	.00	.00	6,633.72
2005	M & O	.593130	1,546.82	.00	2,316.25	.00	3,863.07	125.58	.00	.00	3,988.65
	I & S	.089990	234.68	.00	351.43	.00	586.11	.00	.00	.00	586.11
	TOTAL	.683120	1,781.50	.00	2,667.68	.00	4,449.18	125.58	.00	.00	4,574.76
2004	M & O	.601650	1,187.37	.00	1,817.77	.00	3,005.14	144.43	.00	.00	3,149.57
	I & S	.081470	160.79	.00	246.16	.00	406.95	.00	.00	.00	406.95
	TOTAL	.683120	1,348.16	.00	2,063.93	.00	3,412.09	144.43	.00	.00	3,556.52
2003	M & O	.596220	1,369.31	.00	2,181.84	.00	3,551.15	158.23	.00	.00	3,709.38
	I & S	.086900	199.57	.00	317.99	.00	517.56	.00	.00	.00	517.56
	TOTAL	.683120	1,568.88	.00	2,499.83	.00	4,068.71	158.23	.00	.00	4,226.94
2002	M & O	.590210	713.29	.00	1,219.64	.00	1,932.93	143.42	.00	.00	2,076.35
	I & S	.099790	120.59	.00	206.21	.00	326.80	.00	.00	.00	326.80
	TOTAL	.690000	833.88	.00	1,425.85	.00	2,259.73	143.42	.00	.00	2,403.15
2001	M & O	.564720	428.41	.00	887.56	.00	1,315.97	50.74	.00	.00	1,366.71
	I & S	.097590	74.04	.00	153.40	.00	227.44	.00	.00	.00	227.44
	TOTAL	.662310	502.45	.00	1,040.96	.00	1,543.41	50.74	.00	.00	1,594.15
2000	M & O	.533960	141.23	.00	317.34	.00	458.57	3.01	.00	.00	461.58
	I & S	.108350	28.65	.00	64.39	.00	93.04	.00	.00	.00	93.04
	TOTAL	.642310	169.88	.00	381.73	.00	551.61	3.01	.00	.00	554.62
1999	M & O	.529360	130.96	.00	314.30	.00	445.26	.00	.00	.00	445.26
	I & S	.112950	27.94	.00	67.06	.00	95.00	.00	.00	.00	95.00
	TOTAL	.642310	158.90	.00	381.36	.00	540.26	.00	.00	.00	540.26
1998	M & O	.505610	163.07	.00	407.08	.00	570.15	3.84	.00	.00	573.99
	I & S	.124390	40.11	.00	100.15	.00	140.26	.00	.00	.00	140.26
	TOTAL	.630000	203.18	.00	507.23	.00	710.41	3.84	.00	.00	714.25
1997	M & O	.524810	435.39	.00	1,054.48	.00	1,489.87	88.13	.00	.00	1,578.00
	I & S	.075190	62.36	.00	151.07	.00	213.43	.00	.00	.00	213.43
	TOTAL	.600000	497.75	.00	1,205.55	.00	1,703.30	88.13	.00	.00	1,791.43
1996	M & O	.516090	363.37	.00	908.21	.00	1,271.58	117.14	.00	.00	1,388.72
	I & S	.083910	59.09	.00	147.66	.00	206.75	.00	.00	.00	206.75
	TOTAL	.600000	422.46	.00	1,055.87	.00	1,478.33	117.14	.00	.00	1,595.47
1995	M & O	.510030	365.06	.00	954.65	.00	1,319.71	126.39	.00	.00	1,446.10
	I & S	.089970	64.40	.00	168.40	.00	232.80	.00	.00	.00	232.80
	TOTAL	.600000	429.46	.00	1,123.05	.00	1,552.51	126.39	.00	.00	1,678.90

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1994	M & O	.471740	102.52	.00	307.57	.00	410.09	.00	.00	.00	410.09
	I & S	.098260	21.36	.00	64.07	.00	85.43	.00	.00	.00	85.43
	TOTAL	.570000	123.88	.00	371.64	.00	495.52	.00	.00	.00	495.52
ALL	M & O		15,889,764.17	.00	278,921.75	916,686.03-	15,251,999.89	83,726.37	.00	.00	16,252,412.29
ALL	I & S		2,291,886.48	.00	39,115.53	132,382.10-	2,198,619.91	.00	.00	.00	2,331,002.01
ALL	TOTAL		18,181,650.65	.00	318,037.28	1,049,068.13-	17,450,619.80	83,726.37	.00	.00	18,583,414.30
DLQ	M & O		379,603.16	.00	145,357.36	1,520.69-	523,439.83	82,621.75	.00	.00	607,582.27
DLQ	I & S		51,926.13	.00	19,826.65	214.93-	71,537.85	.00	.00	.00	71,752.78
DLQ	TOTAL		431,529.29	.00	165,184.01	1,735.62-	594,977.68	82,621.75	.00	.00	679,335.05
CURR	M & O		15,510,161.01	.00	133,564.39	915,165.34-	14,728,560.06	1,104.62	.00	.00	15,644,830.02
CURR	I & S		2,239,960.35	.00	19,288.88	132,167.17-	2,127,082.06	.00	.00	.00	2,259,249.23
CURR	TOTAL		17,750,121.36	.00	152,853.27	1,047,332.51-	16,855,642.12	1,104.62	.00	.00	17,904,079.25

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	15,510,161.01	.00	133,564.39	915,165.34-	14,728,560.06	1,104.62	.00	.00	15,644,830.02
	I & S	.081900	2,239,960.35	.00	19,288.88	132,167.17-	2,127,082.06	.00	.00	.00	2,259,249.23
	TOTAL	.649000	17,750,121.36	.00	152,853.27	1,047,332.51-	16,855,642.12	1,104.62	.00	.00	17,904,079.25
2017	M & O	.567100	225,715.93	.00	56,412.34	1,296.28-	280,831.99	49,594.06	.00	.00	331,722.33
	I & S	.081900	32,597.46	.00	8,147.05	187.20-	40,557.31	.00	.00	.00	40,744.51
	TOTAL	.649000	258,313.39	.00	64,559.39	1,483.48-	321,389.30	49,594.06	.00	.00	372,466.84
2016	M & O	.582100	74,856.67	.00	23,596.93	176.91-	98,276.69	14,424.37	.00	.00	112,877.97
	I & S	.071900	9,246.11	.00	2,914.59	21.86-	12,138.84	.00	.00	.00	12,160.70
	TOTAL	.654000	84,102.78	.00	26,511.52	198.77-	110,415.53	14,424.37	.00	.00	125,038.67
2015	M & O	.582100	40,300.56	.00	15,116.31	47.50-	55,369.37	7,416.62	.00	.00	62,833.49
	I & S	.071900	4,977.80	.00	1,867.05	5.87-	6,838.98	.00	.00	.00	6,844.85
	TOTAL	.654000	45,278.36	.00	16,983.36	53.37-	62,208.35	7,416.62	.00	.00	69,678.34
2014	M & O	.608100	23,729.99	.00	8,764.24	.00	32,494.23	3,410.75	.00	.00	35,904.98
	I & S	.071900	2,805.78	.00	1,036.36	.00	3,842.14	.00	.00	.00	3,842.14
	TOTAL	.680000	26,535.77	.00	9,800.60	.00	36,336.37	3,410.75	.00	.00	39,747.12
2013	M & O	.605000	16,117.70	.00	5,024.26	.00	21,141.96	1,362.33	.00	.00	22,504.29
	I & S	.075000	1,998.07	.00	622.85	.00	2,620.92	.00	.00	.00	2,620.92
	TOTAL	.680000	18,115.77	.00	5,647.11	.00	23,762.88	1,362.33	.00	.00	25,125.21
2012	M & O	.602600	5,542.18	.00	3,736.28	.00	9,278.46	809.82	.00	.00	10,088.28
	I & S	.077400	711.88	.00	479.90	.00	1,191.78	.00	.00	.00	1,191.78
	TOTAL	.680000	6,254.06	.00	4,216.18	.00	10,470.24	809.82	.00	.00	11,280.06
2011	M & O	.602100	4,753.45	.00	3,850.63	.00	8,604.08	1,051.51	.00	.00	9,655.59
	I & S	.077900	614.99	.00	498.21	.00	1,113.20	.00	.00	.00	1,113.20
	TOTAL	.680000	5,368.44	.00	4,348.84	.00	9,717.28	1,051.51	.00	.00	10,768.79
2010	M & O	.601800	4,054.50	.00	3,563.91	.00	7,618.41	865.25	.00	.00	8,483.66
	I & S	.078200	526.86	.00	463.13	.00	989.99	.00	.00	.00	989.99
	TOTAL	.680000	4,581.36	.00	4,027.04	.00	8,608.40	865.25	.00	.00	9,473.65
2009	M & O	.601800	2,814.60	.00	2,868.08	.00	5,682.68	704.88	.00	.00	6,387.56
	I & S	.078200	365.73	.00	372.72	.00	738.45	.00	.00	.00	738.45
	TOTAL	.680000	3,180.33	.00	3,240.80	.00	6,421.13	704.88	.00	.00	7,126.01
2008	M & O	.602940	2,786.42	.00	3,417.09	.00	6,203.51	464.51	.00	.00	6,668.02
	I & S	.078910	364.69	.00	447.21	.00	811.90	.00	.00	.00	811.90
	TOTAL	.681850	3,151.11	.00	3,864.30	.00	7,015.41	464.51	.00	.00	7,479.92
2007	M & O	.596130	2,580.36	.00	3,342.69	.00	5,923.05	834.71	.00	.00	6,757.76
	I & S	.086990	376.53	.00	487.80	.00	864.33	.00	.00	.00	864.33
	TOTAL	.683120	2,956.89	.00	3,830.49	.00	6,787.38	834.71	.00	.00	7,622.09

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 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2018 THRU 04/30/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 56
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	2,155.05	.00	2,977.91	.00	5,132.96	722.03	.00	.00	5,854.99
	I & S	.089990	326.94	.00	451.79	.00	778.73	.00	.00	.00	778.73
	TOTAL	.683120	2,481.99	.00	3,429.70	.00	5,911.69	722.03	.00	.00	6,633.72
2005	M & O	.593130	1,546.82	.00	2,316.25	.00	3,863.07	125.58	.00	.00	3,988.65
	I & S	.089990	234.68	.00	351.43	.00	586.11	.00	.00	.00	586.11
	TOTAL	.683120	1,781.50	.00	2,667.68	.00	4,449.18	125.58	.00	.00	4,574.76
2004	M & O	.601650	1,187.37	.00	1,817.77	.00	3,005.14	144.43	.00	.00	3,149.57
	I & S	.081470	160.79	.00	246.16	.00	406.95	.00	.00	.00	406.95
	TOTAL	.683120	1,348.16	.00	2,063.93	.00	3,412.09	144.43	.00	.00	3,556.52
2003	M & O	.596220	1,369.31	.00	2,181.84	.00	3,551.15	158.23	.00	.00	3,709.38
	I & S	.086900	199.57	.00	317.99	.00	517.56	.00	.00	.00	517.56
	TOTAL	.683120	1,568.88	.00	2,499.83	.00	4,068.71	158.23	.00	.00	4,226.94
2002	M & O	.590210	713.29	.00	1,219.64	.00	1,932.93	143.42	.00	.00	2,076.35
	I & S	.099790	120.59	.00	206.21	.00	326.80	.00	.00	.00	326.80
	TOTAL	.690000	833.88	.00	1,425.85	.00	2,259.73	143.42	.00	.00	2,403.15
2001	M & O	.564720	428.41	.00	887.56	.00	1,315.97	50.74	.00	.00	1,366.71
	I & S	.097590	74.04	.00	153.40	.00	227.44	.00	.00	.00	227.44
	TOTAL	.662310	502.45	.00	1,040.96	.00	1,543.41	50.74	.00	.00	1,594.15
2000	M & O	.533960	141.23	.00	317.34	.00	458.57	3.01	.00	.00	461.58
	I & S	.108350	28.65	.00	64.39	.00	93.04	.00	.00	.00	93.04
	TOTAL	.642310	169.88	.00	381.73	.00	551.61	3.01	.00	.00	554.62
1999	M & O	.529360	130.96	.00	314.30	.00	445.26	.00	.00	.00	445.26
	I & S	.112950	27.94	.00	67.06	.00	95.00	.00	.00	.00	95.00
	TOTAL	.642310	158.90	.00	381.36	.00	540.26	.00	.00	.00	540.26
1998	M & O	.505610	163.07	.00	407.08	.00	570.15	3.84	.00	.00	573.99
	I & S	.124390	40.11	.00	100.15	.00	140.26	.00	.00	.00	140.26
	TOTAL	.630000	203.18	.00	507.23	.00	710.41	3.84	.00	.00	714.25
1997	M & O	.524810	435.39	.00	1,054.48	.00	1,489.87	88.13	.00	.00	1,578.00
	I & S	.075190	62.36	.00	151.07	.00	213.43	.00	.00	.00	213.43
	TOTAL	.600000	497.75	.00	1,205.55	.00	1,703.30	88.13	.00	.00	1,791.43
1996	M & O	.516090	363.37	.00	908.21	.00	1,271.58	117.14	.00	.00	1,388.72
	I & S	.083910	59.09	.00	147.66	.00	206.75	.00	.00	.00	206.75
	TOTAL	.600000	422.46	.00	1,055.87	.00	1,478.33	117.14	.00	.00	1,595.47
1995	M & O	.510030	365.06	.00	954.65	.00	1,319.71	126.39	.00	.00	1,446.10
	I & S	.089970	64.40	.00	168.40	.00	232.80	.00	.00	.00	232.80
	TOTAL	.600000	429.46	.00	1,123.05	.00	1,552.51	126.39	.00	.00	1,678.90

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 JURISDICTION: 0033 CITY OF PHARR

PAGE: 57
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1994	M & O	.471740	102.52	.00	307.57	.00	410.09	.00	.00	.00	410.09
	I & S	.098260	21.36	.00	64.07	.00	85.43	.00	.00	.00	85.43
	TOTAL	.570000	123.88	.00	371.64	.00	495.52	.00	.00	.00	495.52
ALL	M & O		15,922,515.22	.00	278,921.75	916,686.03-	15,284,750.94	83,726.37	.00	.00	16,285,163.34
ALL	I & S		2,295,966.77	.00	39,115.53	132,382.10-	2,202,700.20	.00	.00	.00	2,335,082.30
ALL	TOTAL		18,218,481.99	.00	318,037.28	1,049,068.13-	17,487,451.14	83,726.37	.00	.00	18,620,245.64
DLQ	M & O		412,354.21	.00	145,357.36	1,520.69-	556,190.88	82,621.75	.00	.00	640,333.32
DLQ	I & S		56,006.42	.00	19,826.65	214.93-	75,618.14	.00	.00	.00	75,833.07
DLQ	TOTAL		468,360.63	.00	165,184.01	1,735.62-	631,809.02	82,621.75	.00	.00	716,166.39
CURR	M & O		15,510,161.01	.00	133,564.39	915,165.34-	14,728,560.06	1,104.62	.00	.00	15,644,830.02
CURR	I & S		2,239,960.35	.00	19,288.88	132,167.17-	2,127,082.06	.00	.00	.00	2,259,249.23
CURR	TOTAL		17,750,121.36	.00	152,853.27	1,047,332.51-	16,855,642.12	1,104.62	.00	.00	17,904,079.25

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 04/30/2019

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	20,037,341-	2,977,265,481	00.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	132,295.11-	132,295.11-	17,750,121.36	17,750,121.36	1,395,684.11	92.71	0.00
2017	712,866.95	33,965.45-	33,965.45-	254,383.92	254,383.92	424,517.58	37.47	706.99-
2016	355,416.28	2,348.49-	2,348.49-	76,797.86	76,797.86	276,269.93	21.75	120.89-
2015	271,695.60	3,868.81-	3,868.81-	37,303.84	37,303.84	230,522.95	13.93	97.66-
2014	176,199.19	282.80-	282.80-	17,969.05	17,969.05	157,947.34	10.21	158.10-
2013	114,193.24	125.84-	125.84-	9,060.06	9,060.06	105,007.34	7.94	125.84-
2012	105,775.27	101.54-	101.54-	6,254.06	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	5,368.44	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	322.64-	322.64-	4,581.36	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	3,180.33	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	3,151.11	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	2,956.89	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	2,481.99	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	1,781.50	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	1,348.16	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	1,568.88	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	833.88	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	502.45	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	169.88	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	158.90	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	203.18	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	1,473.55	1,473.55	66,240.35	2.18	0.00
****	21,812,288.66	173,412.22-	173,412.22-	18,181,650.65	18,181,650.65	3,457,225.79		1,735.20-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 04/30/2019

AG ROLLBACK ONLY

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FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	3,929.47	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2017	0.00	3,929.47	3,929.47	3,929.47	3,929.47	0.00		0.00
2016	3,077.78	4,227.14	4,227.14	7,304.92	7,304.92	0.00		0.00
2015	3,478.95	4,495.57	4,495.57	7,974.52	7,974.52	0.00		0.00
2014	3,611.49	4,955.23	4,955.23	8,566.72	8,566.72	0.00		0.00
2013	3,819.33	5,236.38	5,236.38	9,055.71	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	22,843.79	22,843.79	36,831.34	36,831.34	0.00		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 04/30/2019

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	20,037,341-	2,977,265,481	00.649000	19,145,805.47	24,354
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	132,295.11-	132,295.11-	17,750,121.36	17,750,121.36	1,395,684.11	92.71	0.00
2017	712,866.95	30,035.98-	30,035.98-	258,313.39	258,313.39	424,517.58	37.83	706.99-
2016	358,494.06	1,878.65	1,878.65	84,102.78	84,102.78	276,269.93	23.34	120.89-
2015	275,174.55	626.76	626.76	45,278.36	45,278.36	230,522.95	16.42	97.66-
2014	179,810.68	4,672.43	4,672.43	26,535.77	26,535.77	157,947.34	14.38	158.10-
2013	118,012.57	5,110.54	5,110.54	18,115.77	18,115.77	105,007.34	14.71	125.84-
2012	105,775.27	101.54-	101.54-	6,254.06	6,254.06	99,419.67	5.92	101.54-
2011	95,875.49	101.54-	101.54-	5,368.44	5,368.44	90,405.51	5.61	101.54-
2010	92,203.13	322.64-	322.64-	4,581.36	4,581.36	87,299.13	4.99	322.64-
2009	87,272.69	.00	0.00	3,180.33	3,180.33	84,092.36	3.64	0.00
2008	70,215.03	.00	0.00	3,151.11	3,151.11	67,063.92	4.49	0.00
2007	62,736.17	.00	0.00	2,956.89	2,956.89	59,779.28	4.71	0.00
2006	58,758.77	.00	0.00	2,481.99	2,481.99	56,276.78	4.22	0.00
2005	52,131.32	.00	0.00	1,781.50	1,781.50	50,349.82	3.42	0.00
2004	51,678.52	.00	0.00	1,348.16	1,348.16	50,330.36	2.61	0.00
2003	41,836.12	.00	0.00	1,568.88	1,568.88	40,267.24	3.75	0.00
2002	35,550.37	.00	0.00	833.88	833.88	34,716.49	2.35	0.00
2001	26,587.97	.00	0.00	502.45	502.45	26,085.52	1.89	0.00
2000	23,068.30	.00	0.00	169.88	169.88	22,898.42	.74	0.00
1999	18,407.18	.00	0.00	158.90	158.90	18,248.28	.86	0.00
1998	14,006.59	.00	0.00	203.18	203.18	13,803.41	1.45	0.00
1997	67,713.90	.00	0.00	1,473.55	1,473.55	66,240.35	2.18	0.00
****	21,826,276.21	150,568.43-	150,568.43-	18,218,481.99	18,218,481.99	3,457,225.79		1,735.20-

HIDALGO COUNTY TAX OFFICE
PABLO "PAUL" VILLARREAL, JR., PCC

COURT ORDERED INTEREST PAID TO TAXPAYERS
APRIL 2019

ENTITIES

ACCOUNT #	GHD	DR1	EMS3	EMS4	CPR	SEB	SLJ	SPA	SST	JCC	
1103464	21.47	3.52			24.03			51.44	1.82	6.85	109.13
747521	21.47		1.06			45.90			1.82	6.85	77.10
797180	228.37	37.45				488.17			19.37	72.84	846.20
967754	10.73	1.76			12.01			25.71	0.91	3.42	54.54
1103469	36.50	5.98			40.84			87.42	3.10	11.64	185.48
1103465	42.49	6.97			47.54			101.77	3.60	13.55	215.92
1103466	31.83	5.22			35.62			76.25	2.70	10.15	161.77
797177	143.94	23.60		6.30				344.76	12.21	45.91	576.72
1023180	65.18	10.69				139.32			5.53	20.79	241.51
850034	60.24	9.88		2.64				144.28	5.11	19.21	241.36
747511	60.24	9.88			67.40			144.28	5.11	19.21	306.12
1103467	60.24	9.88			67.40			144.28	5.11	19.21	306.12
1103468	21.79	3.57			24.39			52.20	1.85	6.95	110.75
797178	12.59	2.07			14.09			30.16	1.07	4.02	64.00
911394	305.76	49.60					679.40		25.49	95.85	1,156.10
822183	76.17	12.36					169.25		6.35	23.88	288.01
822183	86.56	14.04					192.34		7.22	22.01	322.17
796912	66.06						146.78		5.51	20.71	239.06
796912	72.03						160.06		6.01	18.31	256.41
796909	53.03	8.60					117.83		4.42	16.62	200.50
796909	57.82	9.38					128.48		4.82	14.70	215.20
TOTAL	1,534.51	224.45	1.06	8.94	333.32	673.39	1,594.14	1,202.55	129.13	472.68	6,174.17

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 TC298-X4 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

PAGE: 3
 INCLUDES AG ROLLBACK

FROM: 04/01/2019 THRU 04/30/2019

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			727.08	66.09	79.98	7.27	0.00	3.68	803.38
BY COUNTY 108			727.08	66.09	79.98	7.27	0.00	3.68	803.38
DELQ FOR 0029 CITY OF HIDALGO			51.88	4.71	14.01	1.28	0.00	0.31	65.58
BY COUNTY 108			51.88	4.71	14.01	1.28	0.00	0.31	65.58
TOTAL FOR 0029 CITY OF HIDALGO			778.96	70.80	93.99	8.55	0.00	3.99	868.96
BY COUNTY 108			778.96	70.80	93.99	8.55	0.00	3.99	868.96
CURR FOR 0032 CITY OF MISSION			1,876.36	154.13	181.85	17.30	0.00	8.60	2,049.61
BY COUNTY 108			1,876.36	154.13	181.85	17.30	0.00	8.60	2,049.61
DELQ FOR 0032 CITY OF MISSION			619.96	15.12-	333.06	44.99	0.00	1.49	951.53
BY COUNTY 108			619.96	15.12-	333.06	44.99	0.00	1.49	951.53
TOTAL FOR 0032 CITY OF MISSION			2,496.32	139.01	514.91	62.29	0.00	10.09	3,001.14
BY COUNTY 108			2,496.32	139.01	514.91	62.29	0.00	10.09	3,001.14
CURR FOR 0033 CITY OF PHARR			3,413.37	379.06	365.38	41.45	0.00	21.08	3,757.67
BY COUNTY 108			3,413.37	379.06	365.38	41.45	0.00	21.08	3,757.67
DELQ FOR 0033 CITY OF PHARR			247.00	25.85	68.43	7.13	0.00	1.67	313.76
BY COUNTY 108			247.00	25.85	68.43	7.13	0.00	1.67	313.76
TOTAL FOR 0033 CITY OF PHARR			3,660.37	404.91	433.81	48.58	0.00	22.75	4,071.43
BY COUNTY 108			3,660.37	404.91	433.81	48.58	0.00	22.75	4,071.43
CURR FOR 0034 CITY OF PENITAS			121.85	11.08	13.40	1.21	0.00	0.61	134.64
BY COUNTY 108			121.85	11.08	13.40	1.21	0.00	0.61	134.64
DELQ FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS			121.85	11.08	13.40	1.21	0.00	0.61	134.64
BY COUNTY 108			121.85	11.08	13.40	1.21	0.00	0.61	134.64
CURR FOR 0035 CITY OF LA JOYA			26.63	7.50	2.93	0.83	0.00	0.42	29.14
BY COUNTY 108			26.63	7.50	2.93	0.83	0.00	0.42	29.14
DELQ FOR 0035 CITY OF LA JOYA			76.85	6.99	20.75	1.89	0.00	0.44	97.16
BY COUNTY 108			76.85	6.99	20.75	1.89	0.00	0.44	97.16
TOTAL FOR 0035 CITY OF LA JOYA			103.48	14.49	23.68	2.72	0.00	0.86	126.30
BY COUNTY 108			103.48	14.49	23.68	2.72	0.00	0.86	126.30
CURR FOR 0036 CITY OF PROGRESO			157.92	14.36	14.21	1.29	0.00	0.78	171.35
BY COUNTY 108			157.92	14.36	14.21	1.29	0.00	0.78	171.35
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			157.92	14.36	14.21	1.29	0.00	0.78	171.35
BY COUNTY 108			157.92	14.36	14.21	1.29	0.00	0.78	171.35
CURR FOR 0037 CITY OF SAN JUAN			509.43	46.31	56.03	5.10	0.00	2.58	562.88
BY COUNTY 108			509.43	46.31	56.03	5.10	0.00	2.58	562.88
DELQ FOR 0037 CITY OF SAN JUAN			548.52	109.78	177.15	36.95	0.00	7.35	718.32
BY COUNTY 108			548.52	109.78	177.15	36.95	0.00	7.35	718.32
TOTAL FOR 0037 CITY OF SAN JUAN			1,057.95	156.09	233.18	42.05	0.00	9.93	1,281.20
BY COUNTY 108			1,057.95	156.09	233.18	42.05	0.00	9.93	1,281.20



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: May 13, 2019

MEETING DATE: May 23, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Quarterly Report for period ending March 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As part of City Fiscal Transparency, city financial reports are prepared on a quarterly basis in order to maintain informed our citizens and city commission.

This report is preliminary and unaudited and prepared by Finance Department.

This report is quarter ending March 31, 2019.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 5/13/2019
Final Approval - 5/20/2019

2nd Quarter Financial Report

MARCH 2019 - FY 18-19

City of Pharr

Authored by: Karla Saavedra & Finance Department





Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

May 23, 2019

Mayor
City Commissioners
Citizens of Pharr

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

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

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

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

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

Respectfully,



Karla Saavedra, CGFO
Finance Director

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DETAIL OF CHANGES & TRENDS



CITY OF PHARR

DETAIL OF CHANGES AND TRENDS

March 31, 2019

FINANCIAL STATEMENTS – GOVERNMENTAL FUNDS:

Unaudited Balance Sheet:

At the end of this quarter, the General Fund had a fund balance of \$32.4 million with an unassigned amount of \$18.5 million. PEDC had a fund balance of \$7.7 million and Capital Projects had a fund balance of \$32.1 million.

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

The General Fund revenues exceeded expenses by \$4.3 million mainly due to an increase in property and sales tax collection. PEDC revenues exceeded expenses by \$1.5 million due to the good manage of the budget and the increase on Sales Taxes.

FINANCIAL STATEMENTS - PROPIETARY FUNDS:

Unaudited statement of net position:

At the end of this quarter, Utility fund had a total net position of \$93.1 million, Bridge fund had \$22.3 million, \$3.8 million for Golf fund, and \$3.7 million for Event Center.

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

Utility fund had an increase in net position of \$2.1 million and a debt-service coverage ratio of 1.1, Bridge fund showed a \$1.5 million increase in net position and the Event Center showed a loss of \$114,261 dollars as of March 2019 and golf course had an increase in net position of \$36 thousand.

GENERAL FUND:

Revenues:

Property tax and sales tax are budgeted at 91% and 56% respectively of our budget, a collection increase of 3% in Property taxes a 20% increase in sales taxes compared with last year. Revenues show a decrease in Franchise tax this quarter due to a payment that we usually receive yearly in February got delay, we are expecting to receive payment in May 2019.

Expenditures:

At the end of the 2nd quarter, most departments stayed within their budgeted expenditures, with total expenditures being at 48% of budget. Public Works were the department that were slightly overbudget. Public works had an increase in expenses due to more equipment and supplies were needed it for street renovations and maintenance.

Comparison from last year:

Revenues show a 4% increase this quarter even when our municipal court fees have shown a decrease of 29%, our revenues are still high due to our property and sales tax collections.

Summary:

The City's property tax and sales tax collections continue to show an upward trend compared to last year. This is mainly attributed to current year collections from increased sales taxes. Most departments are below or within their budget thanks to better budget management from department heads.

UTILITY FUND:

Revenues:

Water and sewer usage make up 87% of the budget. Water revenue and sewer revenues met their budget collection.

Expenses:

At the end of this quarter, all department expenses are within budget except for water billing department, due to increase expenditures in postage, building and equipment maintenance and bank service charges.

Comparison from last year:

Revenues continue to show a decrease this year, but thanks to our good management of expenses the fund its been able to sustain the loss.

Summary:

The Utility's major revenues are slightly lower due to a decrease in water and sewer collections.

BRIDGE FUND:

Revenues:

Toll collections are at 50% of total budget. Toll collections show an increase of 4% compared to last year and trucks and cars crossings combine are showing a 7% increase this year.

Expenses:

At the end of this quarter, all expenses were within their budget, with total expenditures being at 40% of budget.

Comparison from last year:

Overall expenses are 2% lower than last year because we had an upgrade in our toll ticket system and that increase expenses last year, also the new capital lease and other contractual and special services expenses.

Summary:

Even though crossings have been consistently increasing in comparation from last year, Bridge crossing and expenses must be monitored closely.

PEDC FUND:

Revenues:

Sales Tax collections are at 57% of total budget. Compared to last year, sales tax collections are higher by 20%.

Expenses:

At the end of the quarter, PEDC total expenditures are at 41%. Most expenses were below or at their annual budget, except for contract services and automobile expenses.

Comparison from last year:

Overall expenses are 57% lower than last year due to a decrease in program incentives and land purchases from last year.

Summary:

PEDC's budget has been effectively managed throughout the course of the year. However, PEDC's must keep close attention to their contract labor expenses to avoid going over their budget.

STATEMENT OF AVAILABLE RESOURCES**GENERAL FUND:**

General fund cash flow is at \$10.7 million. Available resources as of March 31, 2019 are 9.7 million

UTILITY FUND:

Utility fund cash flow is at \$2.1 million. Current available resources of 1.5 million

BRIDGE FUND:

Bridge fund cash flow is lower due to Construction payments made for Bridge Improvements and transfers made to debt service to pay for new issued debt. Current available resources are \$507,147. Even though the fund is healthy they need to closely monitor their operating expenses to maintain cash available for any emergency.

PEDC FUND:

PEDC fund cash flow is at \$3.6 million and current available resources are \$3.5 million.

HIDALGO COUNTY PROPERTY TAX ASSESOR & COLLECTOR REPORT

Current property taxes collections per what we have received from the County are higher this quarter by 0.21%. Total collected reported by County is **\$17,498,166**. Delinquent property Tax collections are lower by .23% in comparison from last year. Total amount collected to date is **\$385,272**.

ANALYSIS OF MAJOR REVENUE SOURCES**CURRENT PROPERTY TAX-CASH BASIS**

Current tax collections are higher this year than last year by 3% or approximately \$474 thousand. Total collected up to this quarter is \$15.8 million compared to \$15.3 million.

DELIQUENT PROPERTY TAX-CASH BASIS

Delinquent tax collections are lower this quarter by 11% or approximately \$39 thousand. The total collected this quarter is \$327 thousand compared to \$367 from last year.

ANNUAL SALES TAX ACTIVITY ANALYSIS – FY 18/19

This activity is based on cash basis. The difference is two months of collections. To date, City's sales tax collection is 20% HIGHER than last year.

SALES TAX STATE RGV COMPARISON

Pharr's sales tax rank comparison to the other Rio Grande Valley cities is at 1st place out of 10 other cities based on current month collection activity. Pharr's rank based on calendar year collection is 1st place out of 10 other valley cities.

UTILITY REVENUE ACTIVITY ANALYSIS-WATER & SEWER

Water collection show a decrease in collections compared to last year's quarter. This quarter is showing a decrease of 2% (around \$70,787 in collected revenue compared to last year's quarter. Sewer collected revenue decrease this quarter by 0.4% (roughly \$9,616.

UTILITY REVENUE ACTIVITY ANALYSIS-GARBAGE AND BRUSH

Garbage Collected revenue has increased by 1% compared to last year's activity. Brush collections increased by 1%.

PHARR INTERNATIONAL BRIDGE TOLL COLLECTIONS

Collections this quarter have increased by 4% (308,740). Car crossings have increased by 7% compared to last year's quarter, and commercial crossings (trucks increased by 4%.

MUNICIPAL COURT COLLECTIONS

Municipal court collections have decreased by 29% compared to this time last year. This is primarily due to less crime and citations served and collected.

PHARR EVENT CENTER

Revenues:

Event Center revenue increased 15% compared to last fiscal year mainly due to transfers in received from the city's General Fund.

Expenses:

Event Center expenses are 12% higher than last year mainly due to increase in personnel expenses and building maintenance.

HOTEL/MOTEL OCCUPANCY TAX ANALYSIS.

Hotel/Motel Tax Collections shows a decrease of 20%. Compared to last year.

TRANSFERS

- Transfer outs from General fund are contributions to PEDC, Event Center, Golf for operation expenses.

- Transfers from Utilities are mainly for the Utilities CIP projects and for General Fund administrative expenses
- Transfers from Bridge are to balance General Fund operations.
- Transfer out from CIP to General Fund to cover for capital projects within the city.

CIP ACTIVITY ANALYSIS-QUARTERLY UPDATE

BRIDGE:

The Bridge has three capital projects planned underway. All three projects are in engineering phase.

UTILITY:

The Utility fund has 7 capital projects, including a new lift station and improvements along Moore Road. These projects have started and are in currently in progress.

GENERAL CAPITAL PROJECTS

The General Capital Projects fund has 32 capital projects including the Fire Station No. 4, Civic Center Renovations, improvements to various city parks and several street projects. The city is currently in its 4-year repaving program.

DEBT: ISSUED & STATUS-QUARTERLY UPDATE

OUTSTANDING DEBT ISSUANCES

General Fund: There are currently three Certificates of Obligation outstanding (series 2016, series 2017, series 2018), and on outstanding Tax Notes (series 2017) for a total of outstanding debt to \$35.3 million. There is one General Obligation Refunding Bond (series 2015B) with a total outstanding debt of \$4.08 million.

Bridge Fund: There is one Revenue Refunding Bond outstanding (series 2015A) with a total outstanding debt of \$2.6 million.

Utility Fund: There are currently four Revenue Bonds outstanding (series 2007A, 2007B, series 2013 and series 2015) with a total outstanding debt of 23.0 million. The utility fund has one Revenue Refunding Bond (series 2017) with a total outstanding debt of \$15.4 million. Series 2008 Revenue Refunding Bonds has been paid off.

Community Development Grant: This issuance will be completed in 2031 but can be repaid with our current debt reserves. Currently \$3.8 million is outstanding.

PEDC: Certificates of Obligations 2012 was issued in the name of the City but is being paid by PEDC. All activity is normal. The outstanding balance is \$4,735,000, this issuance will be completed in 2022. Currently another \$7.3 million is outstanding which includes a \$2.6 million line of credit and a \$4.7 million loan with Lonestar National Bank LN#257250.

OUTSTANDING CAPITAL LEASES/BANK LOANS

There are currently 17 outstanding capital. The liability ownership for the leases is distributed between the following funds: General, Utility, Golf, Bridge and Garage. Current balance on all the leases is \$11.3 million.

INVESTMENT REPORT-QUARTERLY UPDATE

INVESTMENT REPORT SUMMARY

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

DETAILED INVESTMENT REPORT

The City has \$89.6 million in book market value in investments (including depository accounts).

COMPARISON OF PORTFOLIO TO POLICY LIMITS

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

MARKET VALUE ANALYSIS

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

CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD

Weighted average maturity is 6 days. This average is within our Investment Policy caps. This is the amount of days on average that our investments mature. Weighted average yield is 0.21%, the average yield of our investments. This average is better than our benchmarks.

YEAR TO DATE INVESTMENT TRANSACTION REPORT

No investment matured this quarter.

DEPOSITORY SECURITY COLLATERAL ANALYSIS

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

FISCAL ACTIVITY



CITY OF PHARR, TEXAS
BALANCE SHEET - UNAUDITED, UNADJUSTED, AND PRELIMINARY
GOVERNMENTAL FUNDS
FOR QUARTER ENDING MARCH 31, 2019

	General	Pharr Economic Development Corporation, Inc.	Capital Projects
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>			
Cash	\$ 13,636,624	\$ 4,073,457	\$ 2,837,088
Investments	10,946,170	-	-
Receivables (net of allowance for uncollectible):			
Property taxes	1,821,586	-	-
Warrants	7,516,866	-	-
Sales tax	2,502,816	834,272	-
Notes	-	1,819,000	-
Accounts	622,649	43,967	-
Intergovernmental	215,855	-	-
Other	5,630,657	107,600	-
Inventories	1,026,573	-	-
Land Available for Sale	-	2,365,012	-
Due from other funds	31,646	-	203,400
Restricted assets:			
Cash	-	383,340	29,428,144
Cash with Fiscal Agent	1,944,576	-	581,578
Intergovernmental receivable	-	-	-
Total assets	<u>\$ 45,896,018</u>	<u>\$ 9,626,647</u>	<u>\$ 33,050,209</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>			
Liabilities:			
Accounts payable	\$ 1,062,873	\$ 44,209	\$ 440,387
Due to other funds	203,415	47,204	-
Escrow accounts	2,211,606	14,594	472,953
Total liabilities	<u>3,477,894</u>	<u>106,006</u>	<u>913,340</u>
Deferred Inflows of Resources:			
Deferred property tax	1,821,586	-	-
Deferred accounts	622,649	-	-
Deferred warrants	7,516,866	-	-
Deferred revenue	7,040	1,819,000	-
Total deferred inflow of resources	<u>9,968,141</u>	<u>1,819,000</u>	<u>-</u>
Fund balances:			
Nonspendable:			
Inventory	1,026,573	2,365,012	-
Restricted:			
Economic development	-	5,336,629	-
Committed:			
Contingency	10,946,170	-	-
Assigned:			
Construction	-	-	32,136,869
Capital Outlay	1,944,576	-	-
Unassigned:	18,532,664	-	-
Total fund balances	<u>32,449,983</u>	<u>7,701,641</u>	<u>32,136,869</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 45,896,018</u>	<u>\$ 9,626,647</u>	<u>\$ 33,050,209</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING MARCH 31, 2019

		<u>General</u>	<u>Pharr Economic Development Corporation, Inc.</u>	<u>Capital Projects</u>
REVENUES				
Taxes:				
Property	\$	15,667,117	\$ -	\$ -
Sales		7,982,785	2,660,928	-
Franchise		510,812	-	-
Other		40,958	-	-
Licenses and permits		325,737	-	-
Intergovernmental		223,861	-	-
Fees and charges:				
Sanitation		1,434,928	-	-
Brush		666,860	-	-
Other		414,863	-	-
Fines		335,213	-	-
Interest income		142,303	57,461	-
Other		281,148	1,028,896	-
Total revenues	\$	<u>28,026,586</u>	<u>\$ 3,747,285</u>	<u>\$ -</u>
EXPENDITURES				
Current:				
General government	\$	5,797,936	\$ -	\$ 9,500
Public safety		10,957,735	-	2,315,055
Highways and streets		2,210,685	-	2,159,989
Health and welfare		1,203,740	-	-
Culture and recreation		2,576,786	-	6,171,222
Economic development		-	930,447	9,360
Debt service:				
Principal		899,591	1,058,600	469,237
Interest		68,851	206,285	134,822
Total expenditures		<u>23,715,324</u>	<u>2,195,331</u>	<u>11,269,184</u>
Excess (deficiency) of revenues over (under) expenditures		<u>4,311,261</u>	<u>1,551,954</u>	<u>(11,269,184)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in		4,823,344	592,250	19,314,111
Transfers (out)		(20,034,161)	(833,109)	(1,100,000)
Issuance of debt		19,430,204	-	-
Total other financing sources and uses		<u>4,219,388</u>	<u>(240,859)</u>	<u>18,214,111</u>
SPECIAL ITEMS				
Loss on land available for sale		-	(918)	-
Total special items		<u>-</u>	<u>(918)</u>	<u>-</u>
Net change in fund balance		8,530,649	1,310,177	6,944,927
Fund balance - beginning		23,862,197	6,394,963	24,964,904
Prior period adjustment		57,137	(3,500)	227,037
Fund balance - ending	\$	<u>32,449,983</u>	<u>\$ 7,701,641</u>	<u>\$ 32,136,869</u>

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION - UNAUDITED, UNADJUSTED, AND PRELIMINARY
PROPRIETARY FUNDS
FOR QUARTER ENDING MARCH 31, 2019

	PROPRIETARY FUNDS			
	Utility	Toll Bridge	Golf	Event Center
<u>ASSETS</u>				
Current assets:				
Cash	\$ 5,345,936	\$ 5,753,876	\$ 485,095	\$ 247,778
Receivables (net of allowance for uncollectible):				
Accounts	2,502,797	252,382	-	-
Other	1,375	32,000	20,799	264,632
Inventories	138,421	-	9,903	54,415
Due from other funds	63,610	14,825	12,244	4,613
Restricted assets:				
Cash	8,154,929	453,597	185,602	-
Cash with Fiscal Agent	1,041,978	1,306,649	-	-
Total current assets	<u>17,249,046</u>	<u>7,813,329</u>	<u>713,643</u>	<u>571,438</u>
Capital assets (net of accumulated depreciation):				
Water Rights	3,450,000	-	-	-
Land	814,236	819,645	999,342	785,224
Buildings	10,894,477	1,349,704	313,819	2,367,221
Improvements other than buildings	617,966	149,190	1,992,621	101,603
Machinery and equipment	2,186,031	2,513,934	190,213	19,822
Infrastructure	96,834,527	12,364,948	23,513	-
Construction in progress - Utility	5,498,391	-	-	-
Construction in progress - Bridge	-	2,358,564	-	-
Total capital assets, net of accumulated depreciation	<u>120,295,628</u>	<u>19,555,985</u>	<u>3,519,509</u>	<u>3,273,871</u>
Total noncurrent assets	<u>120,295,628</u>	<u>19,555,985</u>	<u>3,519,509</u>	<u>3,273,871</u>
<u>DEFERRED OUTFLOW OF RESOURCES</u>				
Unamortized gain / loss on refunding of debt	260,648	9,219	-	-
Total deferred outflow of resources	<u>260,648</u>	<u>9,219</u>	<u>-</u>	<u>-</u>
Total assets and deferred outflow of resources	\$ <u><u>137,805,323</u></u>	\$ <u><u>27,378,533</u></u>	\$ <u><u>4,233,152</u></u>	\$ <u><u>3,845,309</u></u>

		PROPRIETARY FUNDS			
		Utility	Toll Bridge	Golf	Event Center
<u>LIABILITIES</u>					
Current liabilities payable:					
Accounts payable		\$ 170,660	\$ -	\$ 2,759	\$ 3,932
Unearned revenue		-	329,180	52,326	40,435
Total current liabilities payable		<u>170,660</u>	<u>329,180</u>	<u>55,086</u>	<u>44,368</u>
Current liabilities payable from restricted assets:					
Customer deposits payable		469,017	-	-	-
Escrow payable		226,618	-	-	-
Matured accrued compensation		105,651	43,745	19,543	14,732
Matured capital lease		260,736	458,682	48,571	-
Matured bonds/notes, net		<u>3,084,000</u>	<u>625,000</u>	<u>-</u>	<u>-</u>
Total current liabilities payable from restricted assets		<u>4,146,022</u>	<u>1,127,427</u>	<u>68,114</u>	<u>14,732</u>
Total current liabilities		<u>4,316,682</u>	<u>1,456,608</u>	<u>123,200</u>	<u>59,100</u>
Noncurrent liabilities:					
Accrued compensation		316,952	131,236	58,630	44,195
Capital lease payable		1,493,972	1,325,132	244,751	-
Bonds/notes principal payable		<u>35,373,000</u>	<u>2,015,000</u>	<u>-</u>	<u>-</u>
Total noncurrent liabilities		<u>37,183,925</u>	<u>3,471,368</u>	<u>303,381</u>	<u>44,195</u>
<u>DEFERRED INFLOW OF RESOURCES</u>					
Unamortized premium		<u>3,171,239</u>	<u>136,463</u>	<u>-</u>	<u>-</u>
Total deferred inflow of resources		<u>3,171,239</u>	<u>136,463</u>	<u>-</u>	<u>-</u>
Total liabilities and deferred inflow of resources		<u>44,671,846</u>	<u>5,064,439</u>	<u>426,581</u>	<u>103,295</u>
<u>NET POSITION</u>					
Invested in capital assets, net of related debt		77,626,639	14,583,059	3,226,187	3,273,871
Restricted for:					
Debt service		4,828,814	1,047,658	-	-
Capital Equipment/Projects		4,425,197	1,306,649	185,602	-
Unrestricted		<u>6,252,826</u>	<u>5,376,728</u>	<u>394,782</u>	<u>468,143</u>
Total net position		<u>\$ 93,133,477</u>	<u>\$ 22,314,094</u>	<u>\$ 3,806,571</u>	<u>\$ 3,742,014</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING MARCH 31, 2019

PROPRIETARY FUNDS				
	Utility	Toll Bridge	Golf	Event Center
Operating revenues:				
Charges for sales and services:				
Water sales	\$ 3,642,003	\$ -	\$ -	\$ -
Sewer service	2,738,957	-	-	-
Tap fees	166,016	-	-	-
Toll fees	-	7,153,573	-	-
Golf services	-	-	417,938	-
Concession	-	-	25,043	181,185
Other	3,630	137,790	46,221	84,392
Total operating revenues	6,550,606	7,291,363	489,202	265,577
Operating expenses:				
Personnel services	1,753,417	626,814	399,822	222,332
Supplies and Materials	507,536	67,168	83,427	86,080
Contractual Services	1,477,160	1,145,970	229,961	75,066
Total operating expenses	3,738,113	1,839,952	713,210	383,478
Operating income (loss)	2,812,493	5,451,411	(224,008)	(117,901)
Nonoperating revenues (expenses):				
Investment earnings	70,173	52,197	4,358	1,405
Interest expense	(589,867)	(19,717)	(10,780)	-
Intergovernmental	-	200,248	591	2,235
Other	7,580	-	-	-
Total nonoperating revenues (expenses)	(512,114)	232,728	(5,831)	3,640
Income/loss before contributions and transfers	2,300,379	5,684,139	(229,839)	(114,261)
Transfers in	65,600	18,700	266,300	157,061
Transfers (out)	(262,200)	(4,118,550)	-	-
Changes in net position	2,103,779	1,584,289	36,461	42,800
Total net position - beginning	91,018,103	20,729,806	3,770,109	3,699,214
Prior period adjustment	11,595	-	-	-
Total net position - ending	\$ 93,133,477	\$ 22,314,094	\$ 3,806,571	\$ 3,742,014

**** Note:

<u>Debt Coverage Ratio</u>	
Total operating revenues	\$ 6,550,606
Total operating expenses	3,803,057
Total net revenues	<u>\$ 2,747,549</u>
2019 outstanding utility debt	\$ 4,585,223
2nd quarter allocation of debt	<u>\$ 2,521,873</u>
Debt service coverage ratio ≥ 1.10	1.1



CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2019
GENERAL FUND

	FY 18/19					FY 17/18				--Variance--	
	ORIGINAL BUDGET	AMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual		Amount	Percent	
REVENUES											
PROPERTY TAXES	\$ 17,180,900	\$ 17,180,900	\$ 15,667,117	91%	\$ (1,513,783)	\$ 15,667,117	\$ 15,261,184	\$	405,933	3%	
SALES TAX	13,962,700	14,200,200	7,982,784	56%	(6,217,416)	7,982,784	6,672,212		1,310,572	20%	
OTHER TAXES	190,000	190,000	40,958	22%	(149,042)	40,958	22,659		18,299	0%	
FRANCHISE FEES	2,443,100	2,443,100	610,214	25%	(1,832,886)	610,214	1,374,545		(764,331)	-56%	
RENTAL FEES	491,000	491,000	154,646	31%	(336,354)	154,646	119,784		34,862	29%	
SANITATION FEES	3,277,300	3,277,300	1,449,096	44%	(1,828,204)	1,449,096	1,434,131		14,965	1%	
DEBRIS & BRUSH FEES	1,232,700	1,232,700	665,282	54%	(567,418)	665,282	594,118		71,164	12%	
MUNICIPAL COURT FEES AND FINES	1,168,100	1,368,100	372,674	27%	(995,426)	372,674	528,448		(155,774)	-29%	
OTHER FINES AND FEES	267,400	267,400	87,845	33%	(179,555)	87,845	142,948		(55,103)	-39%	
BUILDING PERMITS	430,000	430,000	174,182	41%	(255,818)	174,182	250,529		(76,347)	-30%	
OTHER LICENSES AND PERMITS	552,100	552,100	214,329	39%	(337,771)	214,329	317,721		(103,392)	-33%	
RECREATION	318,100	318,100	64,562	20%	(253,538)	64,562	78,280		(13,718)	-18%	
INTERFUND TRANSFERS IN	9,168,500	9,434,900	4,782,568	51%	(4,652,332)	4,782,568	5,093,350		(310,782)	-6%	
SERVICE FEES	659,900	659,900	432,813	66%	(227,087)	432,813	545,498		(112,685)	-21%	
OTHER FINANCING SOURCES*	1,037,000	1,037,000	942,000	91%	(95,000)	942,000	-		942,000	0%	
TOTAL REVENUES	52,378,800	53,082,700	34,583,071	65%	(19,441,629)	33,641,071	32,435,407		1,205,664	4%	
EXPENDITURES											
CITY MANAGER'S OFFICE	1,437,300	2,117,100	1,038,529	49%	1,078,571	1,038,529	642,447		(396,082)	-62%	
FINANCE DIRECTOR'S OFFICE	649,800	604,900	317,839	53%	287,061	317,839	282,871		(34,968)	-12%	
POLICE DEPARTMENT	15,030,800	15,200,900	7,055,087	46%	8,145,813	7,055,087	7,729,710		674,623	9%	
PURCHASING	285,800	289,600	130,595	45%	159,005	130,595	82,423		(48,172)	-58%	
MUNICIPAL COURT	576,600	784,100	278,902	36%	505,198	278,902	265,154		(13,748)	-5%	
FIRE DEPARTMENT	6,969,700	7,037,400	3,348,749	48%	3,688,651	3,348,749	2,998,781		(349,967)	-12%	
STREET MAINTENANCE	4,702,800	4,752,000	2,503,218	53%	2,248,782	2,503,218	2,078,655		(424,563)	-20%	
INFORMATION TECHNOLOGY	1,989,100	2,000,700	799,578	40%	1,201,122	799,578	536,684		(262,894)	-49%	
MEDIA	323,900	330,500	156,294	47%	174,206	156,294	109,066		(47,228)	-43%	
MUNICIPAL LIBRARY	1,563,500	1,587,900	699,466	44%	888,434	699,466	645,482		(53,984)	-8%	
GRANTS MANAGEMENT	245,100	260,700	122,916	47%	137,784	122,916	120,693		(2,223)	-100%	
PARKS & RECREATION	4,919,700	5,008,300	1,917,855	38%	3,090,445	1,917,855	1,551,563		(366,292)	-24%	
COMMUNICATION	1,365,600	1,430,000	668,261	47%	761,739	668,261	180,324		(487,937)	-100%	
HUMAN RESOURCES	602,200	630,800	264,990	42%	365,810	264,990	214,369		(50,621)	-24%	
DEVELOPMENT SERVICES	1,478,000	1,499,400	889,988	59%	609,412	889,988	693,467		(196,521)	-28%	
ENGINEERING	625,000	632,500	292,671	46%	339,829	292,671	253,027		(39,644)	-16%	
SANITATION PRIVATIZATION	2,047,900	2,047,900	801,919	39%	1,245,981	801,919	796,525		(5,393)	-1%	
DEBRIS COLLECTION EXPENSE	713,900	713,900	291,385	41%	422,515	291,385	283,132		(8,253)	-3%	
STREET LIGHTS	550,000	550,000	291,350	53%	258,650	291,350	218,008		(73,341)	-34%	
OTHER TRANSFERS OUT*	3,145,800	3,258,500	2,354,660	72%	903,840	2,354,660	3,808,423		1,453,763	38%	
OTHER NON-DEPARTMENTAL EXP	3,156,300	2,785,500	1,670,232	60%	1,115,268	1,670,232	22,502,610		20,832,378	93%	
TOTAL EXPENDITURES	52,378,800	53,522,600	25,894,484	48%	27,628,116	25,894,484	45,993,415		20,098,931	44%	
REVENUE OVER/UNDER EXPENDITURES	<u>\$ -</u>	<u>\$ (439,900)</u>	<u>\$ 8,688,587</u>		<u>\$ 8,186,487</u>	<u>\$ 7,746,587</u>	<u>\$ (13,558,008)</u>	<u>\$</u>	<u>21,304,595</u>		

*Does not Include \$18,105,000 of Bond Proceeds

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2019**

UTILITY FUND

	FY 18/19					FY 17/18		--Variance--	
	ORIGINAL BUDGET	AMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
WATER REVENUES	\$ 7,861,500	\$ 7,861,500	\$ 3,757,165	48%	\$ (4,104,335)	\$ 3,757,165	\$ 3,841,766	\$ (84,601)	-2%
SEWER REVENUE	5,701,400	5,701,400	2,787,811	49%	(2,913,589)	2,787,811	2,819,385	(31,574)	-1%
INTEREST EARNED	70,000	70,000	70,173	100%	173	70,173	70,173	-	0%
OTHER REVENUES	25,400	25,400	11,210	44%	(14,190)	11,210	5,331	5,879	110%
TRANSFER IN-GF	-	65,600	65,600	100%	-	-	-	-	0%
FINANCING/DEBT FUNDS	859,400	859,400	-	0%	(859,400)	-	-	-	0%
TOTAL REVENUES	14,517,700	14,583,300	6,691,958	46%	(7,891,342)	6,626,358	6,736,654	(110,296)	-2%
EXPENDITURES									
BOND DEBT SERVICE EXPENSE	4,424,200	4,424,200	554,317	13%	3,869,883	554,317	287,605	(266,712)	0%
ADMINISTRATION EXP	783,700	793,100	405,964	51%	387,136	405,964	389,612	(16,352)	-4%
WATER PRODUCTION	1,878,900	1,890,900	1,048,976	55%	841,924	1,048,976	782,903	(266,072)	-34%
WATER DISTRIBUTION EXP	3,213,800	3,243,100	964,346	30%	2,278,754	964,346	1,000,671	36,325	4%
SEWER PLANT EXP	2,347,300	2,362,200	941,856	40%	1,420,344	941,856	975,188	33,332	3%
SEWER LIFT STATIONS	415,600	415,600	147,453	35%	268,147	147,453	102,894	(44,559)	-43%
NON-DEPARTMENTAL EXP	1,454,200	1,554,200	183,171	12%	1,371,029	183,171	588,438	405,267	69%
TOTAL EXPEDITURES	14,517,700	14,683,300	4,246,084	29%	10,437,216	4,246,084	4,127,312	(118,772)	-3%
REVENUE OVER/(UNDER) EXPEN	\$ -	\$ (100,000)	\$ 2,445,874		\$ 2,545,874	\$ 2,380,274	\$ 2,609,343	\$ (229,069)	

Debt Coverage Ratio:	
Revenues	\$ 6,626,358
Operating Expense	\$ 3,738,113
Net Revenues	\$ 2,888,245
Maximum Debt	\$ 2,521,873
Debt Coverage	1.1 <---Must be => 1.1

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2019**

BRIDGE FUND

	FY 18/19					FY 17/18 --Variance--			
	ORIGINAL BUDGET	AMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
BRIDGE TOLL REVENUES	\$ 14,178,500	\$ 14,178,500	\$ 7,153,573	50%	\$ (7,024,927)	\$ 7,153,573	\$ 6,860,859	\$ 292,714	4%
BRIDGE TOLL REVENUES-SHARE RMA	-	-	-	100%	-	-	-	-	100%
BRIDGE REVENUE FUND INTEREST EARNED	50,000	50,000	51,159	102%	1,159	51,159	46,448	4,711	10%
PESO EXCHANGE RATE INCOME	86,700	86,700	25,490	29%	(61,210)	25,490	45,209	(19,719)	-44%
RENTAL INCOME	210,600	210,600	112,300	53%	(98,300)	112,300	112,300	-	0%
TRANSFER IN-GF	-	18,700	18,700	100%	-	18,700	-	18,700	100%
FINANCING DEBT FUNDS	520,000	200,000	200,000	100%	-	200,000	439,000	(239,000)	0%
TOTAL REVENUES	15,045,800	14,744,500	7,561,221	51%	(7,183,279)	7,561,221	7,503,815	57,406	1%
EXPENDITURES									
PERSONNEL	1,452,400	1,471,100	626,814	43%	844,286	626,814	550,607	(76,207)	-14%
SUPPLIES & MATERIALS	225,500	225,500	67,168	30%	158,332	67,168	69,322	2,155	3%
BUILDING & EQUIPMENT	699,300	1,500,300	426,963	28%	1,073,337	426,963	218,735	(208,228)	-95%
REPAIRS & MAINTENANCE	15,400	15,400	1,013	7%	14,387	1,013	3,182	2,169	68%
EQUIPMENT RENTALS	5,600	5,600	-	0%	5,600	-	1,514	1,514	100%
UTILITIES	60,000	60,000	29,452	49%	30,548	29,452	20,712	(8,740)	-42%
VEHICLE USAGE	10,500	10,500	11,466	109%	(966)	11,466	12,070	605	5%
INSURANCE	40,000	40,000	41,260	103%	(1,260)	41,260	31,557	(9,702)	-31%
DEBT SERVICE	1,339,500	1,339,500	320,181	24%	1,019,319	320,181	352,456	32,275	9%
CONTRACTUAL SERVICES	137,800	137,800	50,059	36%	87,741	50,059	70,707	20,648	29%
OTHER CONTRACTUAL & SPECIAL SERVICES	694,300	694,300	282,510	41%	411,790	282,510	489,806	207,297	42%
TRANSFERS OUT	10,365,500	10,365,500	4,476,273	43%	5,889,227	4,476,273	4,669,600	193,327	4%
TOTAL EXPENDITURES	15,045,800	15,865,500	6,333,157	40%	9,532,343	6,333,157	6,490,268	157,111	2%
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ (1,121,000)</u>	<u>\$ 1,228,064</u>		<u>\$ 2,349,064</u>	<u>\$ 1,228,064</u>	<u>\$ 1,013,547</u>	<u>\$ 214,517</u>	

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2019**

PEDC	FY 18/19					FY 17/18		--Variance--	
	ORIGINAL BUDGET	AMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
SALES TAX	\$ 4,693,100	\$ 4,693,100	\$ 2,660,928	57%	\$ (2,032,172)	\$ 2,660,928	\$ 2,224,071	\$ 436,857	20%
RENTAL INCOME	65,600	65,600	3,960	6%	(61,640)	3,960	4,460	(500)	-11%
INTEREST EARNED	65,000	65,000	57,461	88%	(7,539)	57,461	39,461	18,000	46%
MISC. INCOME	-	-	371	0%	371	371	8,094	(7,723)	-95%
FINANCING / DEBT PROCEEDS	213,000	213,000	-	0%	(213,000)	-	600,000	(600,000)	0%
LOAN REVENUE	518,000	518,000	268,329	52%	(249,671)	268,329	122,877	145,452	118%
SALE OF LAND/PROPERTY	400,000	400,000	1,216,368	304%	816,368	1,216,368	-	1,216,368	0%
CHAMBER REVENUES	90,000	90,000	-	0%	(90,000)	-	-	-	0%
TRANSFER IN - GENERAL FUND	1,161,100	1,161,100	558,050	48%	(603,050)	558,050	580,550	(22,500)	-4%
TRANSFER IN - HOTEL / MOTEL	68,400	68,400	34,200	50%	(34,200)	34,200	34,200	-	0%
TOTAL REVENUES	7,274,200	7,274,200	4,799,667	66%	(2,474,533)	4,799,667	3,613,712	1,185,955	33%
EXPENDITURES									
PERSONNEL	867,400	746,200	305,513	41%	440,687	305,513	378,427	72,914	19%
SUPPLIES & MATERIALS	31,000	31,000	6,159	20%	24,841	6,159	16,201	10,042	62%
BUILDING & EQUIPMENT	78,500	78,500	14,337	18%	64,163	14,337	5,117	(9,220)	-180%
EQUIPMENT RENTALS	5,200	5,200	1,749	34%	3,451	1,749	1,153	(596)	-52%
UTILITIES	19,000	19,000	5,687	30%	13,313	5,687	8,242	2,555	31%
AUTOMOTIVE	4,000	4,000	3,424	86%	576	3,424	3,601	177	5%
GAS & OIL	1,500	1,500	186	12%	1,315	186	356	171	48%
INSURANCE	6,000	6,000	12,620	210%	(6,620)	12,620	-	(12,620)	0%
CONTRACTUAL SERVICES	325,000	325,000	205,504	63%	119,496	205,504	169,378	(36,126)	-21%
OTHER CONTRACTUAL & SPECIAL SERVICES	746,800	746,800	334,327	45%	412,473	334,327	698,486	388,058	56%
DEBT SERVICE	2,621,100	2,621,100	1,264,885	48%	1,356,215	1,264,885	3,809,337	2,544,452	67%
PROGRAM DEVELOPMENT	1,012,200	929,600	67,500	7%	862,100	67,500	1,283,216	1,215,716	95%
TRANSFERS OUT	1,556,500	1,760,300	744,944	42%	1,015,356	744,944	1,365,142	248,074	18%
TOTAL EXPENDITURES	7,274,200	7,274,200	2,966,833	41%	4,307,367	2,966,833	7,738,657	4,423,598	57%
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,832,834</u>		<u>\$ 1,832,834</u>	<u>\$ 1,832,834</u>	<u>\$ (4,124,944)</u>	<u>\$ 5,609,553</u>	

CITY OF PHARR
STATEMENT OF AVAILABLE RESOURCES
FOR PERIOD ENDING MARCH 31, 2019

	GENERAL FUND	WATER FUND	BRIDGE FUND	PEDC FUND
CASH				
OPERATING CASH	\$ -	\$ 502,276	\$ 197,755	\$ 661,093
CLAIM ON CASH	8,887,221	1,624,512	409,859	2,794,494
USDA REVOLVING	-	-	-	135,621
DUE FROM OTHER FUNDS	1,853,904	-	-	-
DUE FROM PHFC	-	-	-	-
CHANGE FUND	3,455	-	4,500	-
	<u>10,744,580</u>	<u>2,126,788</u>	<u>612,114</u>	<u>3,591,208</u>
TOTAL CASH	10,744,580	2,126,788	612,114	3,591,208
LIABILITIES				
ACCOUNTS PAYABLES	961,839	46,640	104,967	39,854
DUE TO OTHER FUNDS	-	-	-	47,204
UTILITY ACCOUNTS	-	543,567	-	-
ESCROWS	-	-	-	-
	<u>961,839</u>	<u>590,207</u>	<u>104,967</u>	<u>87,058</u>
TOTAL LIABILITIES	961,839	590,207	104,967	87,058
TOTAL AVAILABLE RESOURCES	<u>\$ 9,782,741</u>	<u>\$ 1,536,581</u>	<u>\$ 507,147</u>	<u>\$ 3,504,150</u>

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
MARCH 2019**

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 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	19,278,100.58	17,498,165.98	-	(130,272.65)	1,649,661.95	91.38%	91.28%
2017 & PRIOR YRS	2,534,188.08	385,272.30		(39,227.11)	2,109,688.67	15.44%	15.45%
ROLLBACK	13,987.55	36,831.34	-	22,843.79	-	100.00%	25.17%
TOTALS	21,826,276.21	17,920,269.62	-	(146,655.97)	3,759,350.62		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2019

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	650,021.25	(34,223.78) CURRENT
CURRENT YEAR-P&I	50,480.38	
PRIOR YEARS-BASE TAX	77,423.43	(1,577.05) PRIOR
PRIOR YEARS-P&I	35,740.77	
ROLLBACK	36,741.98	ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	15,361.98	PURGED
TOTAL COLLECTIONS	865,769.79	(35,800.83)
LESS TRANSFERRED	516,902.25	
LESS IN TRANSIT	342,958.77	
LESS DUE TO HCAD COMM. FEE	120.77	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

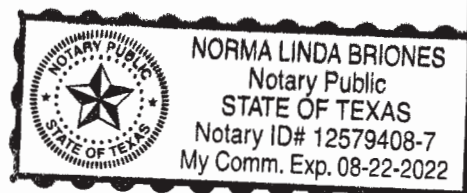
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MARCH 2019 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF APRIL 2019 A.D.

[Signature]
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

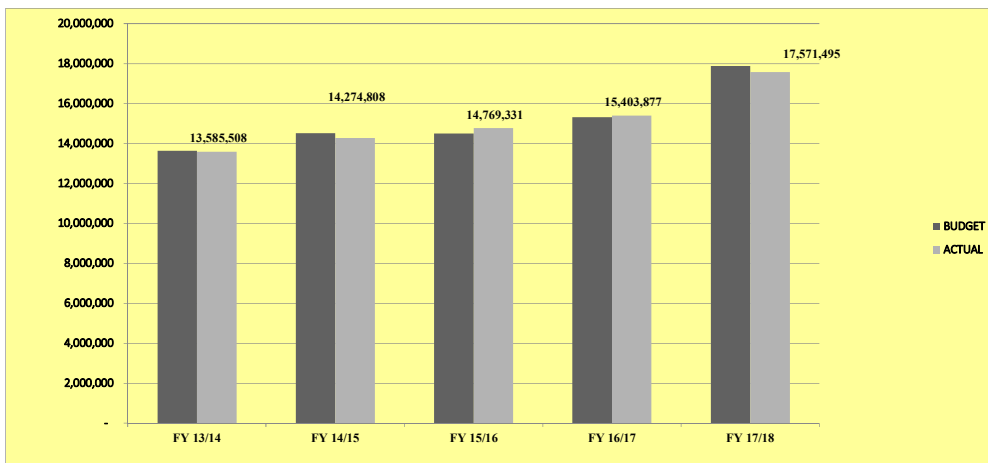


City of Pharr Property Tax Analysis - Cash Collections

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



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

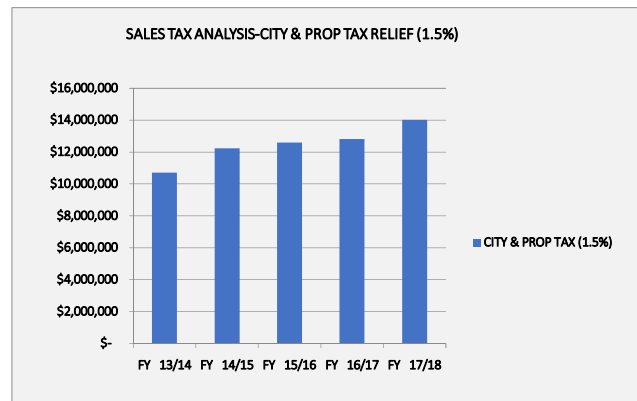
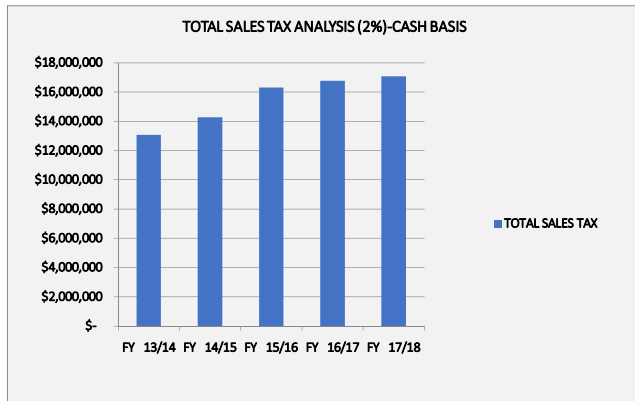


-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in March 31, 2019 compared to last fiscal year:

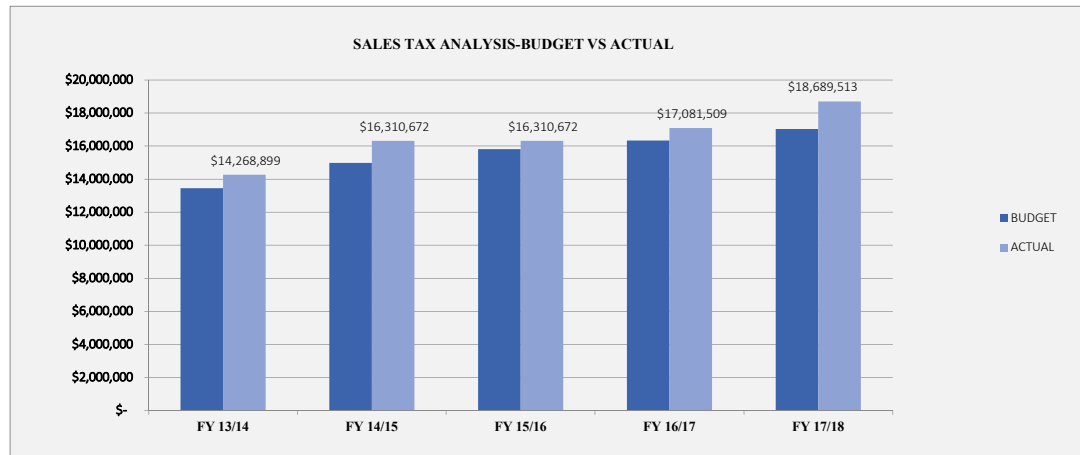
CURRENT					DELINQUENT				
MONTH	Tax Yr 2017 FY 17/18	Tax Yr 2018 FY 18/19	Difference FY 17/18 - FY 18/19		MONTH	Tax Yr 2017 FY 17/18	Tax Yr 2018 FY 18/19	Difference FY 17/18 - FY 18/19	
OCTOBER	\$ 89,184	\$ 191,810	\$ 102,626	↑	OCTOBER	\$ 63,162	\$ 49,497	\$ (13,665)	↓
NOVEMBER	1,001,014	797,108	(203,906)		NOVEMBER	49,081	50,540	1,459	
DECEMBER	4,434,186	4,895,733	461,547		DECEMBER	54,483	25,909	(28,574)	
JANUARY	4,369,237	5,264,129	894,893		JANUARY	38,627	55,361	16,733	
FEBRUARY	4,757,965	3,974,542	(783,424)		FEBRUARY	82,003	68,039	(13,964)	
MARCH	741,182	743,632	2,449		MARCH	80,059	78,091	(1,968)	
TOTAL	\$ 15,392,768	\$ 15,866,954	\$ 474,186	3%	TOTAL	\$ 367,415	\$ 327,436	\$ (39,978)	-11%

City of Pharr
Current Sales Tax Analysis - Cash Collections

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



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



-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in March 31, 2019 compared to last fiscal year

TOTAL SALES TAX (2%) -CASH BASIS			
MONTH	FY 17/18	FY 18/19	Difference FY 17/18 - FY 18/19
OCTOBER	\$ 1,374,342	\$ 1,565,305	\$ 190,962
NOVEMBER	1,537,813	1,771,783	233,970
DECEMBER	1,363,639	1,633,688	270,049
JANUARY	1,502,050	1,541,429	39,379
FEBRUARY	1,712,515	2,460,622	748,107
MARCH	1,405,923	1,670,886	264,963
TOTAL	\$ 8,896,283	\$ 10,643,712	\$ 1,747,430



20%

SALES TAX-CITY & PROP RELIEF (1.5%) -CASH BASIS			
MONTH	FY 17/18	FY 18/19	Difference FY 17/18 - FY 18/19
OCTOBER	\$ 1,030,757	\$ 1,173,979	\$ 143,222
NOVEMBER	1,153,359	1,328,837	175,477
DECEMBER	1,022,729	1,225,266	202,536
JANUARY	1,126,537	1,156,072	29,534
FEBRUARY	1,284,387	1,845,467	561,080
MARCH	1,054,442	1,253,165	198,722
TOTAL	\$ 6,672,212	\$ 7,982,784	\$ 1,310,572



20%

SALES TAX STATE COLLECTION RGV COMPARISON - MARCH 2019							
Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2018 Payments To Date	2017 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Pharr	\$ 1,670,886	\$ 1,405,923	18.85%	\$ 5,672,977	\$ 4,620,488	22.78%
2	McAllen	\$ 4,822,123	\$ 4,454,867	8.24%	\$ 18,059,840	\$ 16,365,993	10.35%
3	Weslaco	\$ 1,009,100	\$ 949,876	6.23%	\$ 3,304,277	\$ 3,163,689	4.44%
4	Brownsville	\$ 2,882,465	\$ 2,721,606	5.91%	\$ 10,104,279	\$ 9,813,410	2.96%
5	Alamo	\$ 285,321	\$ 271,387	5.13%	\$ 967,426	\$ 929,508	4.08%
6	San Juan	\$ 294,245	\$ 282,938	4.00%	\$ 922,333	\$ 879,570	4.86%
7	Edinburg	\$ 1,775,566	\$ 1,719,773	3.24%	\$ 6,031,884	\$ 5,511,252	9.45%
8	Mission	\$ 1,233,083	\$ 1,237,503	-0.36%	\$ 4,152,594	\$ 3,925,089	5.80%
9	Harlingen	\$ 1,894,524	\$ 1,972,172	-3.94%	\$ 6,774,214	\$ 6,574,275	3.04%
10	Mercedes	\$ 380,065	\$ 419,007	-9.29%	\$ 1,822,785	\$ 1,817,303	0.30%

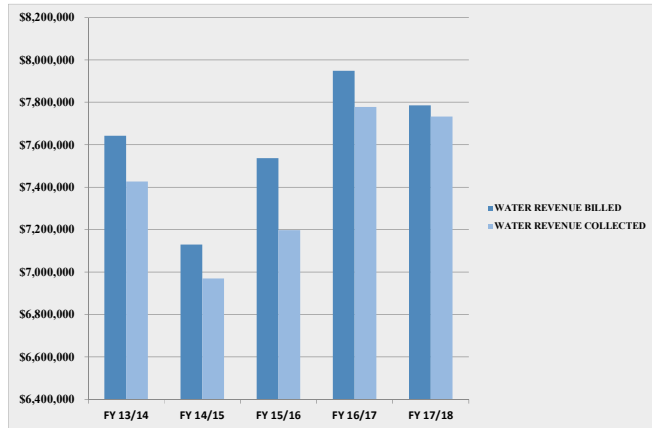
Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	\$ 1,670,886	\$ 1,405,923	18.85%	\$ 5,672,977	\$ 4,620,488	22.78%
2	McAllen	\$ 4,822,123	\$ 4,454,867	8.24%	\$ 18,059,840	\$ 16,365,993	10.35%
3	Edinburg	\$ 1,775,566	\$ 1,719,773	3.24%	\$ 6,031,884	\$ 5,511,252	9.45%
4	Mission	\$ 1,233,083	\$ 1,237,503	-0.36%	\$ 4,152,594	\$ 3,925,089	5.80%
5	San Juan	\$ 294,245	\$ 282,938	4.00%	\$ 922,333	\$ 879,570	4.86%
6	Weslaco	\$ 1,009,100	\$ 949,876	6.23%	\$ 3,304,277	\$ 3,163,689	4.44%
7	Alamo	\$ 285,321	\$ 271,387	5.13%	\$ 967,426	\$ 929,508	4.08%
8	Harlingen	\$ 1,894,524	\$ 1,972,172	-3.94%	\$ 6,774,214	\$ 6,574,275	3.04%
9	Brownsville	\$ 2,882,465	\$ 2,721,606	5.91%	\$ 10,104,279	\$ 9,813,410	2.96%
10	Mercedes	\$ 380,065	\$ 419,007	-9.29%	\$ 1,822,785	\$ 1,817,303	0.30%

STATE TOTALS	\$ 456,910,943	\$ 431,529,996	5.55%	\$ 1,544,686,439	\$ 1,481,152,721	4.11%
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City of Pharr
Utility Revenue Activity Analysis - Cash Collections

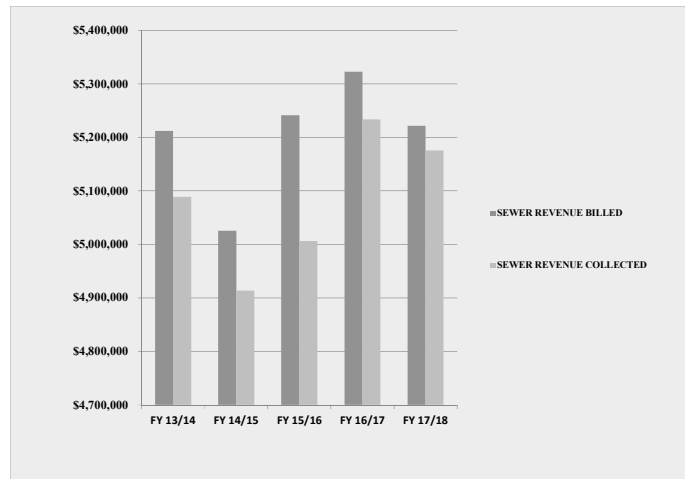
-The following graphs show the trend for Utility Revenue Activity for the last five fiscal years:

WATER



BILLED REVENUE				COLLECTED REVENUE			
MONTH	FY 17/18	FY 18/19	Difference	FY 17/18	FY 18/19	Difference	
			FY 17/18 - FY 18/19			FY 17/18 - FY 18/19	
OCTOBER	\$ 658,604	\$ 608,381	\$ (50,223)	\$ 777,418	\$ 784,127	\$ 6,709	
NOVEMBER	631,533	608,673	(22,860)	642,905	554,386	(88,519)	
DECEMBER	610,045	606,297	(3,748)	603,431	604,695	1,264	
JANUARY	609,145	616,146	7,001	627,160	647,297	20,136	
FEBRUARY	588,850	593,732	4,882	586,937	569,381	(17,556)	
MARCH	578,408	572,570	(5,839)	642,193	611,018	(31,175)	
	\$ 3,676,585	\$ 3,605,798	\$ (70,787)	\$ 3,880,045	\$ 3,770,904	\$ (109,141)	-3%

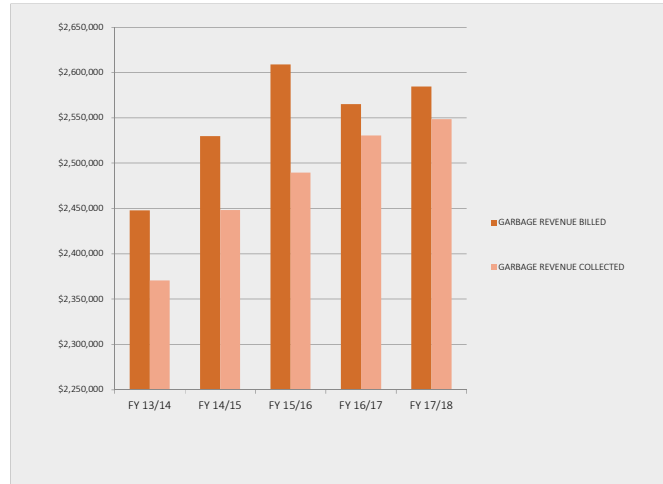
SEWER



BILLED REVENUE				COLLECTED REVENUE			
MONTH	FY 17/18	FY 18/19	Difference	FY 17/18	FY 18/19	Difference	
			FY 17/18 - FY 18/19			FY 17/18 - FY 18/19	
OCTOBER	\$ 432,579	\$ 416,457	\$ (16,122)	\$ 492,458	\$ 502,328	\$ 9,870	
NOVEMBER	426,267	418,537	(7,730)	413,280	375,685	(37,595)	
DECEMBER	416,206	419,837	3,631	402,798	416,246	13,448	
JANUARY	420,886	425,295	4,409	433,248	448,287	15,039	
FEBRUARY	410,462	416,139	5,677	408,964	393,689	(15,275)	
MARCH	405,540	406,059	519	446,969	426,681	(20,288)	
	\$ 2,511,939	\$ 2,502,324	\$ (9,616)	\$ 2,597,717	\$ 2,562,916	\$ (34,801)	-1%

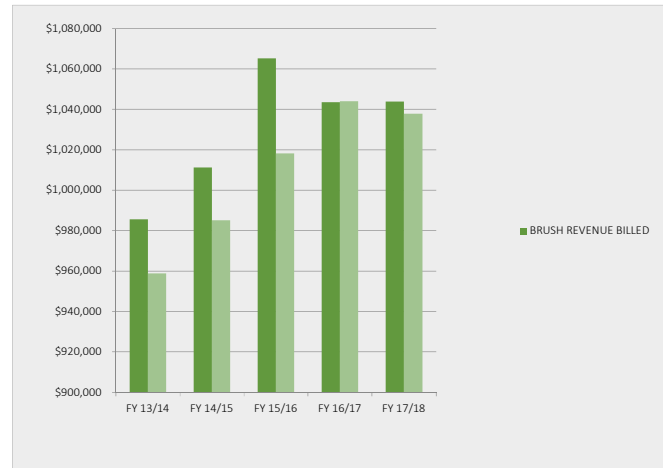
City of Pharr
Utility Revenue Activity Analysis - Cash Collections

GARBAGE



MONTH	BILLED REVENUE				COLLECTED REVENUE			
	FY 17/18	FY 18/19	Difference		FY 17/18	FY 18/19	Difference	
			FY 17/18 - FY 18/19				FY 17/18 - FY 18/19	
OCTOBER	\$ 214,646	\$ 216,649	2,003	↑	\$ 215,554	\$ 228,788	13,234	↑
NOVEMBER	214,466	216,973	2,507		204,503	195,947	(8,556)	
DECEMBER	215,312	218,375	3,063		195,076	212,402	17,326	
JANUARY	216,245	218,701	2,456		227,221	233,258	6,037	
FEBRUARY	214,545	219,030	4,485		217,222	203,897	(13,325)	
MARCH	216,268	218,452	2,184		228,382	222,195	(6,187)	
	\$ 1,291,482	\$ 1,308,180	\$ 16,698	1%	\$ 1,287,958	\$ 1,296,487	\$ 8,529	1%

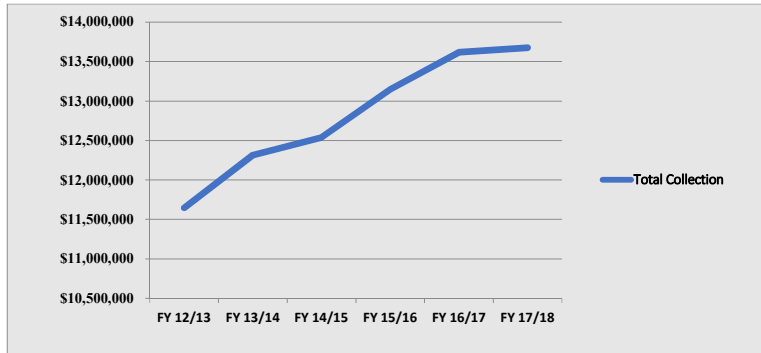
BRUSH



MONTH	BILLED REVENUE				COLLECTED REVENUE			
	FY 17/18	FY 18/19	Difference		FY 17/18	FY 18/19	Difference	
			FY 17/18 - FY 18/19				FY 17/18 - FY 18/19	
OCTOBER	\$ 86,975	\$ 87,332	\$ 357	↑	\$ 88,264	\$ 92,579	\$ 4,315	↓
NOVEMBER	87,149	87,682	533		83,981	80,492	(3,489)	
DECEMBER	87,410	88,116	706		81,485	89,446	7,961	
JANUARY	87,831	88,456	625		93,464	92,861	(603)	
FEBRUARY	87,062	88,447	1,385		88,608	81,675	(6,934)	
MARCH	87,634	88,220	586		91,938	89,985	(1,953)	
	\$ 524,061	\$ 528,254	\$ 4,193	1%	\$ 527,741	\$ 527,038	\$ (703)	-0.1%

City of Pharr Bridge Revenue Activity Analysis - Toll Collections

TREND ANALYSIS FOR TOLL COLLECTIONS FOR THE LAST SIX YEARS:

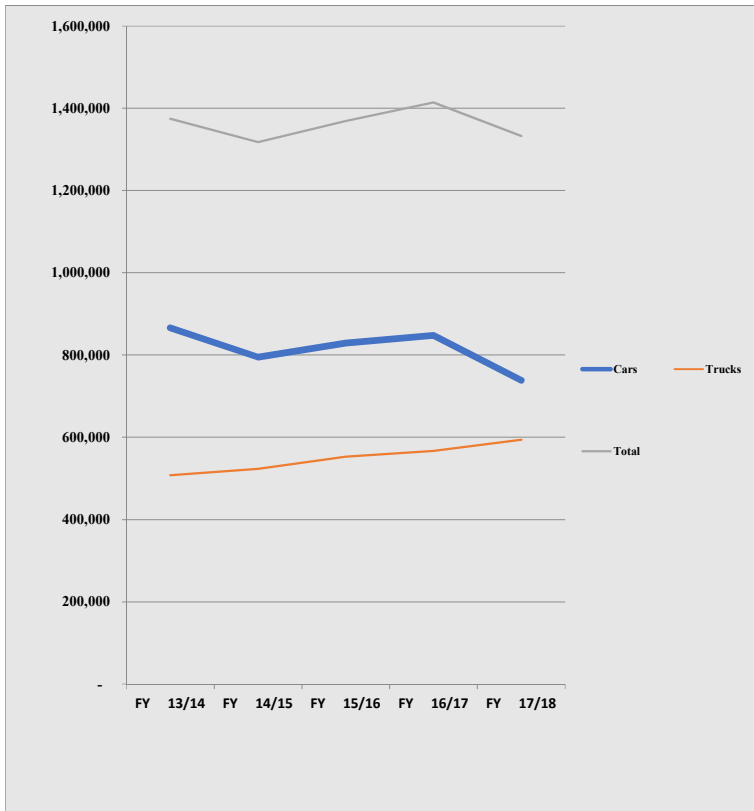


TOTAL TOLL COLLECTIONS PRIOR AND CURRENT YEAR

MONTH	Difference		
	FY 17/18	FY 18/19	FY 17/18-FY 18/19
OCTOBER	\$ 1,143,053	\$ 1,202,619	\$ 59,566
NOVEMBER	1,136,393	1,171,716	35,323
DECEMBER	1,101,996	1,089,652	(12,344)
JANUARY	1,193,356	1,261,952	68,596
FEBRUARY	1,100,884	1,149,535	48,651
MARCH	1,185,177	1,294,125	108,948
TOTAL	\$ 6,860,859	\$ 7,169,599	\$ 308,740

↑
4%

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



TRUCKS AND CARS CROSSINGS PRIOR AND CURRENT YEAR

MONTH	Difference		
	FY 17/18	FY 18/19	FY 17/18-FY 18/19
OCTOBER	\$ 112,972	\$ 117,523	\$ 4,551
NOVEMBER	109,151	114,764	5,613
DECEMBER	111,883	114,630	2,747
JANUARY	111,544	120,643	9,099
FEBRUARY	103,602	111,276	7,674
MARCH	113,577	122,904	9,327
TOTAL	\$ 662,729	\$ 701,740	\$ 39,011

↑
6%

TRUCKS	Difference		
	FY 17/18	FY 18/19	FY 17/18-FY 18/19
OCTOBER	\$ 49,888	\$ 52,128	\$ 2,240
NOVEMBER	49,606	50,355	749
DECEMBER	46,367	45,342	(1,025)
JANUARY	51,944	55,584	3,640
FEBRUARY	48,096	51,174	3,078
MARCH	51,096	55,750	4,654
TOTAL	\$ 296,997	\$ 310,333	\$ 13,336

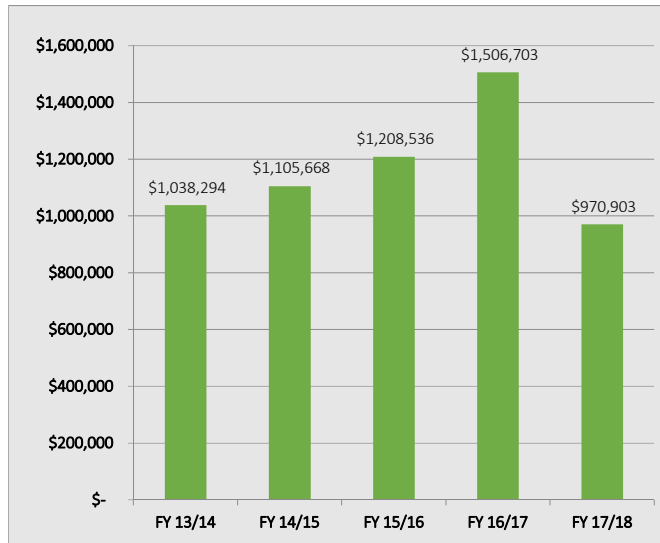
↑
4%

CARS	Difference		
	FY 17/18	FY 18/19	FY 17/18-FY 18/19
OCTOBER	\$ 63,084	\$ 65,395	\$ 2,311
NOVEMBER	59,545	64,409	4,864
DECEMBER	65,516	69,288	3,772
JANUARY	59,600	65,059	5,459
FEBRUARY	55,506	60,102	4,596
MARCH	62,233	67,154	4,921
TOTAL	\$ 365,484	\$ 391,407	\$ 25,923

↑
7%

City of Pharr Municipal Court Collections

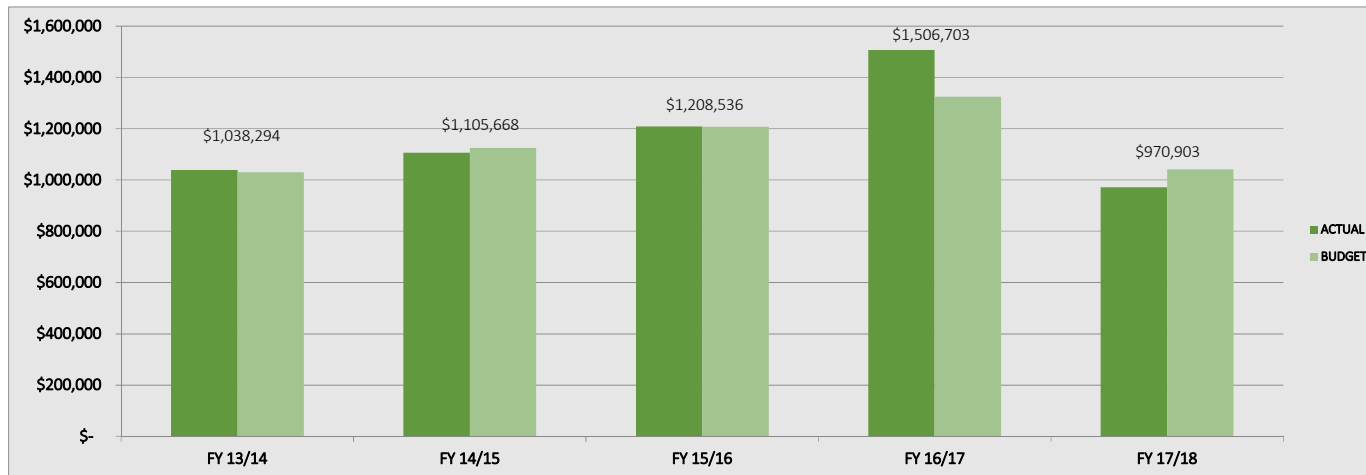
-Collection revenue five fiscal year comparison:



MONTH	Difference		
	FY 17/18	FY 18/19	FY 17/18-FY 18/19
OCTOBER	95,535	\$ 64,734	\$ (30,801)
NOVEMBER	76,520	47,728	(28,792)
DECEMBER	53,663	44,761	(8,902)
JANUARY	63,336	68,090	4,754
FEBRUARY	106,433	66,420	(40,013)
MARCH	132,961	80,942	(52,019)
TOTAL	\$ 528,448	\$ 372,675	\$ (155,773)

↓
-29%

-Budget vs Actual five fiscal year comparison:



CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING MARCH 31, 2019

PHARR EVENT CENTER

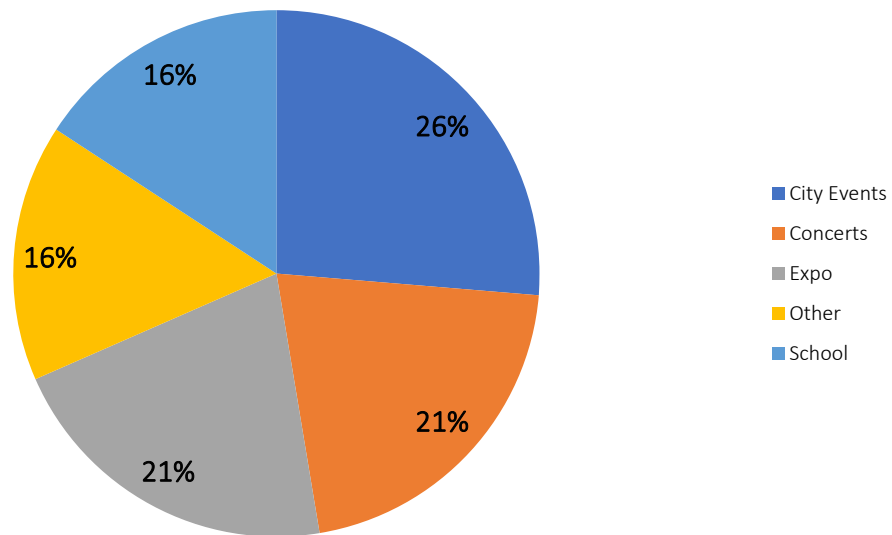
FY 18/19							FY 17/18		--Variance--	
	ORIGINAL BUDGET	AMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent	
REVENUES										
PHARR EVENT CENTER RENTAL	\$ 58,000	\$ 58,000	\$ 42,150	73%	(15,850)	\$ 42,150	\$ 45,800	\$ (3,650)	-8%	
PHARR EVENT CENTER -FF	23,100	23,100	12,111	52%	(10,989)	12,111	7,490	4,622	62%	
PHARR EVENT CENTER - CONS FEES	180,000	180,000	181,185	101%	1,185	181,185	120,937	60,248	50%	
TICKETMASTER REVENUE SHARING	-	-	4,539	0%	4,539	4,539	3,237	1,302	40%	
TRANSFER IN - GENERAL FUND	448,600	458,000	157,061	34%	(300,939)	157,061	166,083	(9,022)	-5%	
INTEREST EARNED	-	-	1,405	0%	1,405	1,405	3,482	(2,078)	-60%	
MISC	-	-	2,058	0%	2,058	2,058	639	1,419	222%	
TOTAL REVENUES	709,700	719,100	400,509	56%	(318,591)	400,509	347,668	52,841	15%	
EXPENDITURES										
PERSONNEL	373,000	382,400	216,332	57%	166,068	216,332	193,512	(22,819)	-12%	
SUPPLIES & MATERIALS	42,000	42,000	11,890	28%	30,110	11,890	17,822	5,931	33%	
INVENTORY CONCESSION	140,000	140,000	67,522	48%	72,478	67,522	44,184	(23,338)	-53%	
BUILDING MAINTENANCE	10,000	10,000	5,866	59%	4,134	5,866	2,203	(3,662)	100%	
EQUIPMENT RENTALS	2,800	2,800	634	23%	2,166	634	1,040	407	100%	
ADVERTISING	-	-	1,000	0%	(1,000)	1,000	-	(1,000)	0%	
AUTOMOTIVE	-	-	2,472	0%	(2,472)	2,472	2,500	28	1%	
UTILITIES	7,000	7,000	1,459	21%	5,541	1,459	2,676	1,217	45%	
ELECTRICITY	59,900	59,900	20,996	35%	38,904	20,996	24,228	3,233	13%	
CONTRACTUAL SERVICES	40,000	40,000	19,916	50%	20,084	19,916	24,916	5,001	20%	
INSURANCE	15,000	15,000	18,814	125%	(3,814)	18,814	12,827	(5,987)	-47%	
EVENT CENTER STAFFING / RENTAL	5,000	5,000	(842)	-17%	5,842	(842)	-	842	0%	
OTHER CONTRACTUAL & SPECIAL SERVICES	15,000	15,000	4,331	29%	10,669	4,331	5,977	1,646	28%	
TOTAL EXPENDITURES	709,700	719,100	370,388	52%	348,712	370,388	331,887	(38,502)	-12%	
REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ -	\$ 30,120		\$ 30,120	\$ 30,120	\$ 15,781	\$ 14,339		

City of Pharr

Pharr Event Center Attendance by Event Type as of March 31, 2019

Event Type	Number of Events	Percentage	Attendance	Total Concession	Average Concession per Event
City Events	5	26%	3,500	\$ 47,517	\$ 9,503
Concerts	4	21%	5,050	1,628	407
Expo	4	21%	2,750	3,690	923
Other	3	16%	2,800	5,875	1,958
School	3	16%	2,100	328	109.33
	19	100%	16,200	\$ 59,038	\$ 12,901

Number of Events



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

	Q4-2014	Q1-2015	Q2-2015	Q3-2015	Q4-2015	Q1-2016	Q2-2016	Q3-2016	Q4-2016	Q1-2017	Q2-2017	Q3-2017	Q4-2017	Q1-2018	Q2-2018	Q3-2018	Q4-2018	Q1-2019	
Americas Best Value Inn/ Pharr inn & Suites	\$ 7,019	\$ 7,315	\$ 6,542	\$ 5,890	\$ 6,967	\$ 7,227	\$ 7,813	\$ 6,770	\$ 4,742	\$ 6,765	\$ 6,069	\$ 5,666	\$ 6,661	\$ 7,592	\$ 6,215	\$ 4,980	\$ 5,307	\$ -	
Quality Inn / Comfort Inn	12,349	13,361	10,804	10,867	12,479	12,530	10,833	11,834	12,768	10,744	9,773	7,776	7,582	9,151	7,137	10,009	10,614	-	
Country Hearth Inn / Knights Inn & Suites	6,250	6,695	2,336	3,187	11,975	14,533	13,515	14,779	15,602	13,345	14,135	11,777	10,353	15,058	12,594	14,640	14,647	-	
Fairwinds Executive Inn	8,941	7,842	8,442	8,299	8,639	7,286	6,890	7,694	6,908	6,372	6,182	5,718	5,795	5,206	5,196	6,096	6,314	4,958	
Hampton Inn & Suites	53,464	49,019	47,669	41,467	46,414	47,525	41,742	38,806	36,254	34,573	33,040	25,139	24,284	27,004	26,376	28,887	25,742	-	
Holiday Inn Express	41,333	41,947	39,012	37,614	38,357	40,290	36,458	30,859	31,017	32,654	24,571	22,429	18,142	22,762	22,614	25,077	24,278	-	
King 9 Motel	2,501	2,397	2,683	2,536	3,008	2,468	2,668	2,577	2,506	2,308	2,842	2,666	2,428	2,424	2,564	-	2,862	-	
La Quinta Inn # 1	45,959	35,839	34,819	36,049	35,632	36,740	32,051	30,913	28,274	30,009	27,498	21,853	18,181	20,078	19,331	17,751	19,756	12,359	
La Quinta Inn # 2	23,744	32,233	18,008	17,191	17,660	20,106	17,899	16,577	13,203	17,639	10,994	13,263	11,800	15,356	11,775	12,678	13,028	8,664	
Motel 6	23,040	23,234	23,501	25,233	23,864	22,767	21,773	21,020	20,084	18,127	19,102	20,304	17,642	17,816	18,918	19,425	18,640	10,044	
Penn-Ann Hotel	1,955	1,682	1,514	1,720	1,555	1,742	1,481	1,357	1,498	1,608	1,334	1,310	1,253	1,319	1,395	1,451	1,238	-	
Pharr Executive Inn	1,056	1,173	1,355	1,211	1,309	1,259	1,319	1,266	1,325	1,316	1,225	1,193	1,295	1,106	902	987	997	-	
Pharr Plaza Hotel	5,226	5,596	5,334	5,335	5,389	5,032	5,258	5,115	5,269	4,740	4,629	4,319	4,916	4,484	4,742	4,187	4,461	-	
Red Roof Inn	13,160	14,146	14,795	15,830	13,943	14,086	14,058	14,195	12,833	12,023	11,594	8,006	9,255	10,301	-	-	-	-	
Sun Deck Motel	1,875	1,580		1,606	1,860	1,979	1,601	1,654	1,720	2,576	2,436	2,071	1,912	2,247	2,210	1,943	2,124	1,942	
Travelodge	11,495	11,234	9,977	8,778	9,205	7,305	6,295	6,959	6,106	5,619	5,132	4,914	5,145	4,093	4,611	-	3,278	-	
Value Place	11,832	10,634	9,995	10,906	11,423	13,429	10,524	11,406	11,538	12,263	9,371	9,348	7,625	10,719	10,699	8,187	9,670	-	
Vecchio Motel	NO PAYMENT HAS BEEN RECEIVED				-	652	584	-	287	1,517	1,492	862	862	1,537	1,444	1,517	1,342	1,534	
	\$ 271,200	\$ 265,927	\$ 236,786	\$ 233,719	\$ 249,680	\$ 256,956	\$ 232,761	\$ 223,780	\$ 211,933	\$ 214,196	\$ 191,418	\$ 168,613	\$ 155,133	\$ 178,255	\$ 158,723	\$ 163,566	\$ 164,297	\$ 39,501	

CITY OF PHARR
TRANSFERS IN/OUT
NON AUDITED BUDGET VS. ACTUAL
FOR THE PERIOD ENDED MARCH 2019

	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE
TRANSFERS IN				
General Fund	\$ 9,434,900	\$ 4,823,345	51%	\$ (4,611,555)
Special Revenue Fund	-	37,900	0%	37,900
Co Series 2018	18,200,000	18,185,000	0%	(15,000)
Tax Notes 2017	1,208,200	721,150	60%	(487,050)
Debt Service	3,714,000	1,857,000	50%	(1,857,000)
Utility	65,600	65,600	100%	-
Event Center	458,000	157,060	34%	(300,940)
Bridge	18,700	18,700	100%	-
Golf	513,600	266,300	52%	(247,300)
PEDC	1,229,500	592,250	48%	(637,250)
TOTAL TRANSFERS IN	34,842,500	26,724,305	77%	(7,870,895)
TRANSFERS OUT				
General Fund	20,743,100	19,451,660	94%	(1,291,440)
Hotel/Motel	509,100	254,550	50%	(254,550)
Paving & Drainage	827,500	530,800	64%	(296,700)
Capital Projects	-	1,100,000	0%	1,100,000
Utilities	524,400	262,200	50%	(262,200)
Bridge	10,365,500	4,118,550	40%	(6,246,950)
PEDC	1,672,900	806,545	48%	(866,355)
PHFC	200,000.00	200,000	0%	-
TOTAL TRANSFERS OUT	\$ 34,842,500	\$ 26,724,305	77%	\$ (8,118,195)

QUARTERLY UPDATES



CITY OF PHARR
CIP SCHEDULE AS OF MARCH 31, 2019

Governmental:				
	Balance 12/31/2018	Additions	Completions	Balance 3/31/2019
<u>PARKS</u>				
Civic Center Renovation	488,205	\$ 1,368,588	\$ -	\$ 1,856,793
Parks Designs and Improvements	1,010,604	144,363	-	1,154,967
Jones Box Pedestrian	166,094	-	-	166,094
Newcombe	175,282	-	-	175,282
Dr. Long Park	1,149,381	111,790	-	1,261,171
Jones Box Park	835,579	-	-	835,579
Nature Park	1,765,475	205,425	-	1,970,900
Witten Park and Sports Complex	9,625	-	-	9,625
Baseball Dugouts	204,778	124,733	-	329,511
Aquatic Park Renovations	17,000	61,633	-	78,633
Arnold Elementary Park	1,951,846	277,271	-	2,229,117
Victor Garcia Skate Park	291,651	-	291,651	-
Sport Field Lighting	-	142,422	-	142,422
Poles For Sports Light	-	140,660	-	140,660
North Side Aquatic Facility	390,500.00	603,110	-	993,610
Total Parks	8,456,020	3,179,994	291,651	11,344,363
<u>STREETS</u>				
South Alondra	2,985	-	-	2,985
Anaya Road	329,887	-	-	329,887
Hi-Line	663,896	52,040	-	715,936
Owassa Road	3,231,975	-	-	3,231,975
Bike Path Stripping	294,413	-	-	294,413
LED Project	2,103,422	-	-	2,103,422
4 Year Repaving Program	9,349,703	1,931,780	-	11,281,483
PSJA Tri-City Pedestrian	93,604	-	-	93,604
Railroad Crossings	148,907	-	-	148,907
Downtown Traffic Loop	125,937	-	-	125,937
West Las Milpas	126,742	6,529	-	133,271
Thomas Rd	33,698	119,070	-	152,768
Downtown Lighting	48,359	-	-	48,359
Veterans Road	202,614	-	-	202,614
St.Jude Pareking Lot	208,612	-	-	208,612
Jackson Right Turn Lane	-	140,455	-	140,455
Moore Road	393,834	-	-	393,834
Total Streets	17,358,588	2,249,873	-	19,608,461
<u>PUBLIC SAFETY</u>				
Communication Center	2,879,815	615,330	-	3,495,145
South Fire Station No. 4	1,130,211	620,433	-	1,750,644
North Fire Station No. 1	42,292	52,783	-	95,075
Total Public Safety	4,052,318.00	1,288,546	-	5,340,864
Total Governmental	\$ 29,866,926	\$ 6,718,413	\$ 291,651	\$ 36,293,688

Business-Type:				
	Balance 12/31/2018	Additions	Completions	Balance 3/31/2019
<u>UTILITY</u>				
Rehab LBJ Water Tower	143,700	-	-	143,700
Waste Water Treatment Clarifier	936,335	-	-	936,335
Lift Station N. 25	3,162,700	-	-	3,162,700
Manhole & Lift Station Rehabilitation	61,650	-	-	61,650
Lift Station No. 1	28,430	-	-	28,430
Moore Road Sewer Improvements	214,387	-	-	214,387
Relocation W & SW	425,085	-	-	425,085
Total Utility	4,972,287	-	-	4,972,287
<u>BRIDGE</u>				
Bridge Office Expansion	52,300	-	-	52,300
FY 15 DAP	633,552	-	-	633,552
FY 16 DAP	1,260,064	-	-	1,260,064
Total Bridge	\$ 1,945,916	\$ -	\$ -	\$ 1,945,916
Total Business-Type:	\$ 6,918,203	\$ -	\$ -	\$ 6,918,203
Grand Total	\$ 36,785,129	\$ 6,718,413	\$ 291,651	\$ 43,211,891

**CITY OF PHARR
OUTSTANDING DEBT ISSUANCES
AS OF MARCH 2019**

Debt Type	Series	Interest Rate(s)	Date of Maturity	Original Issuance	Unspent Proceeds	Debt Issuances Maturity Info		
						Principal Budgeted This FY	Balance After This FY Principal	Total Outstanding As Of March 2019
<u>GENERAL FUND</u>								
General Obligation Refunding Bonds	2015B	2% - 5%	8/15/2021	\$ 9,120,000	\$ -	\$ 1,710,000	\$ 4,085,000	\$ 4,085,000
Certificates of Obligation	2016	2% - 5%	8/15/2036	14,290,000	1,338,774	190,000	14,100,000	14,100,000
Tax Notes	2017	4.25%	12/1/2024	7,300,000	4,880,792	689,391	6,610,609	6,610,609
Certificates of Obligation	2017	4% - 5%	8/15/2037	17,240,000	12,703,138	2,640,000	14,600,000	14,600,000
				\$ 47,950,000	\$ 18,922,704	\$ 5,229,391	\$ 39,395,609	\$ 39,395,609
<u>INTERNATIONAL BRIDGE</u>								
Revenue Refunding Bond	2015A	2% - 5%	8/15/2022	\$ 4,440,000	\$ -	\$ 605,000	\$ 2,640,000	\$ 2,640,000
				\$ 4,440,000	\$ -	\$ 605,000	\$ 2,640,000	\$ 2,640,000
<u>WATER & SEWER</u>								
Revenue Bonds DWSRF	2007A	2.35%	9/1/2027	\$ 13,310,000	\$ -	\$ 840,000	\$ 8,660,000	\$ 8,660,000
Revenue Bonds NADBank	2007B	3.75%	9/1/2027	10,000,000	242,647	495,000	5,360,000	5,360,000
Revenue Refunding Bonds	2008	3.60%	9/1/2018	6,430,000	-	75,000	-	-
Revenue Bonds DWSRF	2013	2.71%	9/30/2042	8,725,000	4,421,889	255,000	7,450,000	7,450,000
Revenue Bonds DWSRF	2015	4.01%	9/1/2035	1,762,000	-	73,000	1,547,000	1,547,000
Revenue Refunding Bonds	2017	3.10%	9/1/2027	18,000,000	-	1,220,000	15,440,000	15,440,000
				\$ 58,227,000	\$ 4,664,536	\$ 2,958,000	\$ 38,457,000	\$ 38,457,000
<u>CDBG- HUD SECTION 108</u>								
\$5,600,000 HUD Section 108	2011	2.00%	8/1/2031	\$ 5,600,000	\$ -	\$ 295,000	\$ 3,835,000	\$ 3,835,000
				\$ 5,600,000	\$ -	\$ 295,000	\$ 3,835,000	\$ 3,835,000
<u>PEDC</u>								
Certificates of Obligation***	2012	4.00%	8/15/2032	\$ 7,625,000	\$ -	\$ 320,000	\$ 4,735,000	\$ 4,735,000
Bank Promissory Note	N/A	4.00%	9/30/2021	9,913,000	-	1,561,100	3,648,196	4,750,696
PEDC Line of Credit	2016	4.50%	6/20/2021	5,000,000	-	1,000,000	2,427,588	2,627,588
				\$ 22,538,000	\$ -	\$ 2,881,100	\$ 10,810,783	\$ 12,113,284
City-Wide Total				\$ 138,755,000	\$ 23,587,239	\$ 11,968,491	\$ 95,138,392	\$ 96,440,893

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

CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF MARCH 31, 2019

Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Payments - P&I	
							Monthly Quarterly	Annual
1- UsBancorp #3	13/14	7 Yrs	1/31/2020	1.76%	\$ 2,097,840	\$ 574,562	\$ 26,558	\$ 318,696
Distribution/Owners:		General Fund Garage Fund	97.50% 2.50%		2,045,394 52,446	560,198 14,364	25,894 664	310,729 7,967
2- BB&T	14/15	7 Yrs	5/30/2022	2.00%	\$ 480,000	\$ 225,183	\$ 6,114	\$ 73,363
Distribution/Owners:		General Fund	100.00%		480,000	225,183	6,114	73,363
3- First Security Fincnce Inc.	15/16	10 Yrs	1/14/2026	3.69%	\$ 2,685,000	\$ 1,978,964	\$ -	\$ 325,947
Distribution/Owners:		General Fund	100%		2,685,000	1,978,964	-	325,947
4- Signature Public Funding	15/16	3 Yrs	5/6/2019	1.68%	\$ 428,400	\$ 72,901	\$ -	\$ 147,028
Distribution/Owners:		General Fund	100.00%		428,400	72,901	-	147,028
5- Signature Public Funding	15/16	5 Yrs	5/6/2019	1.83%	\$ 260,814	\$ 133,376	\$ -	\$ 54,824
Distribution/Owners:		General Fund	100.00%		260,814	133,376	-	54,824
6- Signature Public Funding	15/16	7 Yrs	5/6/2019	2.05%	\$ 254,694	\$ 167,876	\$ -	\$ 39,244
Distribution/Owners:		General Fund	100.00%		254,694	167,876	-	39,244
7- Signature Public Funding	15/16	10 Yrs	5/6/2019	2.28%	\$ 979,455	\$ 754,999	\$ -	\$ 110,090
Distribution/Owners:		General Fund	100.00%		979,455	754,999	-	110,090
8- UsBancorp #1	16/17	3 Yrs	2/15/2020	1.69%	\$ 61,000	\$ 24,056	\$ 1,737	\$ 20,838.12
Distribution/Owners:		General Fund	100.00%		61,000	24,056	1,737	20,838
9- UsBancorp #2	16/17	5 Yrs	2/15/2022	1.95%	\$ 3,219,500	\$ 2,071,903	\$ 56,269	\$ 675,225
Distribution/Owners:		General Fund Bridge Fund Golf Fund	33.84% 62.43% 3.73%		1,089,479 2,009,934 120,087	701,132 1,293,489 77,282	19,041 35,129 2,099	228,496 421,543 25,186
10- UsBancorp #3	17/18	3 Yrs	10/15/2020	2.45%	\$ 732,500	\$ 431,168	\$ 63,117	\$ 252,467
Distribution/Owners:		General Fund	100.00%		732,500	431,168	63,117	252,467
11- UsBancorp #4	17/18	5 Yrs	10/15/2022	2.63%	\$ 482,200	\$ 365,103	\$ 25,638	\$ 102,552
Distribution/Owners:		General Fund Bridge Fund	91.91% 8.09%		443,190 39,010	335,566 29,537	23,564 2,074	94,256 8,296
12- UsBancorp #5	17/18	7 Yrs	10/15/2024	2.78%	\$ 2,897,100	\$ 2,403,396	\$ 113,435	\$ 453,740
Distribution/Owners:		General Fund Utility Fund Bridge Fund Golf Fund	15.12% 67.62% 13.81% 3.45%		438,042 1,959,019 400,090 99,950	363,394 1,625,177 331,909 82,917	17,151 76,705 15,665 3,914	68,605 306,819 62,661 15,654
13- UsBancorp #6	17/18	10 Yrs	10/15/2027	2.98%	\$ 955,000	\$ 844,248	\$ 27,489	\$ 109,957
Distribution/Owners:		General Fund Golf Fund	86.39% 13.61%		825,025 129,976	729,346 114,902	23,748 3,741	94,992 14,965
14- UsBancorp #7	18/19	5 Yrs	8/31/2023	3.41%	\$ 200,000	\$ 189,173	\$ 10,827	\$ 43,308
Distribution/Owners:		Bridge Fund	100.00%		200,000	189,173	10,827	43,308
15- UsBancorp #8	18/19	3 Yrs	12/15/2021	2.96%	\$ 619,000	\$ 565,299	\$ 53,701	\$ 214,803
Distribution/Owners:		General Fund	100.00%		619,000	565,299	53,701	214,803
16- UsBancorp #9	18/19	5 Yrs	12/15/2022	3.02%	\$ 212,000	\$ 200,626	\$ 11,374	\$ 45,498
Distribution/Owners:		General Fund Golf Fund	94.34% 5.66%		200,000 12,000	189,270 11,355	10,731 644	42,923 2,575
17- UsBancorp #10	18/19	7 Yrs	10/31/2024	3.12%	\$ 138,000	\$ 132,537	\$ 5,463	\$ 21,851
Distribution/Owners:		General Fund Golf Fund	89.13% 10.87%		123,000 15,000	118,130 14,407	4,869 594	19,476 2,375

General Fund	\$ 11,664,992	\$ 7,350,860	\$ 249,666	\$ 2,098,079
Utility Fund	1,959,019	1,625,177	76,705	306,819
Bridge Fund	2,649,033	1,844,108	63,695	535,809
Golf Fund	377,013	300,864	10,991	60,756
Garage Fund	52,446	14,364	664	7,967

City-Wide Total \$ **16,702,503** \$ **11,135,372** \$ **401,721** \$ **3,009,430**

CITY OF PHARR, TX
Detailed Investment Report
As of MARCH 31, 2019

Investment	Par	VALUES - December 31, 2019		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - March 31, 2019	
		Book	Market	Purchases/ Withdrawals	Accruals/ Amortizations	Purchases & Withdrawals	Change In Market Price	Book	Market
DEMAND DEPOSITS									
Pooled Cash:									
Depository Bank - Pooled Cash	\$ 18,130,328	\$ 18,130,328	\$ 18,130,328	\$ 11,531,167	\$ -	\$ 11,531,167	\$ -	\$ 29,661,495	\$ 29,661,495
Non - Pooled Cash:									
Depository Bank - General	70,481	70,481	70,481	48,199	-	48,199	-	118,680	118,680
Depository Bank - Utility	15,123,564	15,123,564	15,123,564	47,750	-	47,750	-	15,171,314	15,171,314
Depository Bank - Bridge	5,466,597	5,466,597	5,466,597	328,363	-	328,363	-	5,794,960	5,794,960
Depository Bank - Other	40,083,280	40,083,280	40,083,280	(5,613,791)	-	(5,613,791)	-	34,469,490	34,469,490
	\$ 78,874,249	\$ 78,874,249	\$ 78,874,249	\$ 6,341,689	\$ -	\$ 6,341,689	\$ -	\$ 85,215,939	\$ 85,215,939
CERTIFICATES OF DEPOSIT									
Certificates of Deposit - General	\$ 600,000	\$ 600,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
	\$ 600,000	\$ 600,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
INVESTMENT POOLS									
Tex-Pool	\$ 4,034,084	\$ 4,034,084	\$ 4,034,084	\$ (195,224)	\$ -	\$ 23,927	\$ -	\$ 3,838,860	\$ 4,058,011
	\$ 4,034,084	\$ 4,034,084	\$ 4,034,084	\$ (195,224)	\$ -	\$ 23,927	\$ -	\$ 3,838,860	\$ 4,058,011
							</		

CITY OF PHARR, TX
Comparison of Portfolio to Policy Limits
As of March 31, 2019

<u>LIMITS ON TYPES OF SECURITIES</u>	<u>Target Investment Level</u>	<u>Portfolio Cap</u>	<u>Actual Percentage of Portfolio</u>	<u>Positive/(Negative) % Variance Policy Limits</u>
Demand Deposits	N/A	N/A	100.00%	N/A
Money Market Mutual Funds	0%	10%	0.00%	10.00%
Certificates of Deposit	10%	50%	1.21%	48.7900%
U. S. Treasury Obligations	15%	100%	0.00%	100.00%
U. S. Government Securities	20%	100%	0.00%	100.00%
Repurchase Agreements	5%	100%	0.00%	100.00%
Public Funds Investment Pools	50%	100%	0.39%	99.61%
Commercial Paper	0%	25%	0.00%	25.00%
Guaranteed Investment Contracts	0%	25%	0.00%	25.00%

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

	<u>Maximum Allowable</u>	<u>Maximum Actual Maturity</u>	<u>Policy Limit Days Available</u>
<u>Days to Maturity</u>	730	592	138.00

CITY OF PHARR, TX
Market Value Analysis
As of March 31, 2019

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2018	\$ 82,908,333
<u>INVESTMENT ACTIVITY:</u>	<u>600,000.00</u>
Bank and Pooled Investment Deposits/(Withdrawals) - Net	<u>6,365,617</u>
ENDING VALUE - March 31, 2019	<u><u>\$ 89,873,950</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:

BEGINNING VALUE - December 31, 2018

Market Value	\$ 78,874,249
Book Value	\$ 78,874,249

Ratio of Market Value to Book Value	100.00%
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ENDING VALUE - March 31, 2019

Market Value	\$ 85,215,939
Book Value	\$ 85,215,939

Ratio of Market Value to Book Value	100.00%
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CITY OF PHARR, TX
Calculation of Weighted Average Maturity and Yield
As of March 31, 2019

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank - Pooled Cash	\$29,661,495	\$29,661,495	1	0.20%	33.08%
Depository Bank - General	118,680	\$118,680	1	0.20%	0.13%
Depository Bank - Utility	15,171,314	\$15,171,314	1	0.20%	16.92%
Depository Bank - Bridge	5,794,960	\$5,794,960	1	0.20%	6.46%
Depository Bank - Other	<u>34,469,490</u>	<u>\$34,469,490</u>	1	0.20%	<u>38.45%</u>
	\$85,215,939	\$85,215,939			95.05%
Certificates of Deposit					
Certificates of Deposit - General	\$300,000	\$300,000	397	1.21%	0.33%
Certificates of Deposit (2) - General	<u>\$300,000</u>	<u>\$300,000</u>	592	1.26%	<u>0.33%</u>
	\$600,000	\$600,000			0.67%
Investment Pools					
Tex-Pool	<u>\$3,838,860</u>	<u>\$3,838,860</u>	1	0.39%	<u>4.28%</u>
	\$3,838,860	\$3,838,860			4.28%
TOTAL	<u>\$89,654,799</u>	<u>\$89,654,799</u>			<u>100.00%</u>
Weighted Average Maturity					
Weighted Average Days to Maturity				4.30	
Weighted Average Days to Maturity - (excl. depository bank)				67.71	
Weighted Average Yield					
Weighted Average Yield				0.21%	
Weighted Average Yield - Operating (excluding depository bank)				0.21%	
Average Federal Fund Rate at March 31, 2019				2.41%	
Yield to Maturity of 6 month T-Bill at March 31, 2019 (secondary markets)				2.44%	

CITY OF PHARR, TX
Year To Date Investment Transaction Report
As of March 31, 2019

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Investment</u>	<u>Purchased From</u>	<u>Principal Purchase Price</u>	<u>Market Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
8/17/2016	Investment Pool	Public Funds	Tex Pool	\$3,921,500	\$3,838,860	0.39%	
7/31/2017	Certificate of Deposit	Public Funds	LSNB	\$300,000	\$300,000	1.21%	7/31/2019
5/23/2018	Certificate of Deposit	Public Funds	LSNB	\$300,000	\$300,000	1.26%	5/23/2020
Total Purchases				\$ <u>4,521,500</u>	\$ <u>4,438,860</u>		

MATURITIES

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

City of Pharr
Depository Security Collateral Analysis

	<u>January 2019</u>		<u>February 2019</u>		<u>March 2019</u>	
	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>
Depository Bank - Pooled Cash	\$ 20,836,747	\$ 20,573,714	\$ 28,138,534	\$ 26,828,952	\$ 29,661,495	\$ 29,661,495
Depository Bank - General	80,861	80,757	80,712	78,157	118,680	118,074
Depository Bank - Utility	15,140,003	15,056,005	15,318,002	15,085,985	15,171,314	15,171,314
Depository Bank - Bridge	5,824,899	5,777,856	5,785,967	5,785,967	5,794,960	5,794,936
Depository Bank - Other	41,197,050	40,374,112	40,313,041	39,229,954	39,310,557	34,469,490
Depository Bank-PEDC	2,796,022	2,747,846	3,733,732	3,117,585	4,118,697	3,838,860
	\$ 85,875,582	\$ 84,610,289	\$ 93,369,988	\$ 90,126,600	\$ 94,175,704	\$ 89,054,169
LSNB - Balance	\$ 85,875,582	\$ 84,610,289	\$ 93,369,988	\$ 90,126,600	\$ 94,175,704	\$ 89,054,169
Collateral - LSNB	\$ 86,658,270	\$ 86,658,270	\$ 91,147,964	\$ 91,147,964	\$ 82,131,226	\$ 82,131,226
Over / (Under) collateral	\$ 782,689	\$ 2,047,981	\$ (2,222,024)	\$ 1,021,365	\$ (12,044,478)	\$ (6,922,943)
Percent of balance *	0.9%	2.4%	-2.4%	1.1%	-12.8%	-7.8%

* Highest Balance collateral in negative due to fluctuation in daily activity from Pooled Cash and PEDC accounts.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 5/17/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 7, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on participation on the 2019 TxDOT Click it or Ticket Campaign. (Grant #2019-PharrPD-CIOT-00019)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and Texas Department of Transportation

What: Participation on the 2019 TX DoT Click it or Ticket Campaign Grant # 2019-PharrPD-CIOT-00019

Where: Pharr, TX

When: Grant becomes effective on 05/17/2019 or the date of the final signature of both parties, which ever is later, and ends on 6/05/2019 unless terminated or otherwise modified.

Why: To increase the effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. To increase occupant restraint use in all passenger vehicle and trucks.

Financial Consideration: Total awarded: \$ 4,989.78

Amount eligible for reimbursement by the department \$ 4,989.78

Match amount provided by the sub-grantee: 0

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve participation.

ROUTING:

Jose Luengo

Raul Garza

Karla Moya

City Management Office

Created/Initiated - 5/7/2019

Approved - 5/20/2019

New -

Texas Traffic Safety eGrants

Fiscal Year 2019

Organization Name: City of Pharr Police Department

Legal Name: City of Pharr

Payee Identification Number: 17460018751005

Project Title:

ID: 2019-PharrPD-CIOT-00019

Period: 05/17/2019 to 06/05/2019

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Pharr** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2018.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405B**
DUNS: **147286095**
FAIN:

Project Title:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **05/17/2019** or on the date of final signature of both parties, whichever is later, and ends on **06/05/2019** unless terminated or otherwise modified.

Total Awarded: **\$4,989.78**
Amount Eligible for Reimbursement by the Department: **\$4,989.78**
Match Amount provided by the Subgrantee: **\$0**

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the us

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	3
Target: To reduce the number of KA Crashes involving improper seatbelt use to	2
Target: To reduce the number of KA Crashes involving improper child safety seat use to	0

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name 2019 CIOT Zone #1

Zone Location North: Ferguson Blvd.
 South: Sam Houston Blvd.
 West: Jackson Rd.
 East: Veteran's Blvd.

Zone Hours X Daytime 6 AM to 6 PM
 Nighttime 6 PM to 6 AM

Zone Heat Map https://www.dot.state.tx.us/apps/egrants/_Upload/886857-2019CIOTZone1.jpg
(attach)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name 2019 CIOT Zone #2

Zone Location North: Juan Balli Rd.
 South: Las Milpas Rd.
 West: Jackson Rd.
 East: Veteran's Blvd.

Zone Hours X Daytime 6 AM to 6 PM
 Nighttime 6 PM to 6 AM

Zone Heat Map
(attach) https://www.dot.state.tx.us/apps/egrants/_Upload/886859-2019CIOTZone2.jpg

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name 2019 CIOT Zone #3

Zone Location North: Ferguson Blvd.
 South: Sam Houston Blvd.
 West: Jackson Rd.
 East: Veteran's Blvd.

Zone Hours Daytime 6 AM to 6 PM
 X Nighttime 6 PM to 6 AM

Zone Heat Map
(attach) https://www.dot.state.tx.us/apps/egrants/_Upload/886861-2019CIOTZone3.jpg

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name Zone #3

Zone Location Enhanced View

Zone Hours Daytime 6 AM to 6 PM
 X Nighttime 6 PM to 6 AM

Zone Heat Map https://www.dot.state.tx.us/apps/egrants/_Upload/886863-Zone3.JPG
(attach)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name Zone #1

Zone Location Enhanced View of Map

Zone Hours X Daytime 6 AM to 6 PM
 Nighttime 6 PM to 6 AM

Zone Heat Map
(attach) https://www.dot.state.tx.us/apps/egrants/_Upload/886864-Zone1.JPG

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Agencies must use the FY 2019 CIOT maps to develop Enforcement Zones for daytime (6a-6p) and nighttime (6p-6a) enforcement, with every agency having at least one daytime and one nighttime zone. Zones are limited in size to 4 linear or 4 square miles. Larger agencies should try to balance daytime and nighttime enforcement zones to as close to 50-50 as possible. Each zone, whether day or night, will count as one zone toward the agency's maximum number of allowable zones. This number is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number. The same zone can be used for both day and night, but it would need to be entered twice: once as daytime, once as nighttime. There will be no "jurisdiction-wide" enforcement zones.

Zone Name Zone #2

Zone Location Enhanced view of Map

Zone Hours X Daytime 6 AM to 6 PM
 Nighttime 6 PM to 6 AM

Zone Heat Map
(attach) https://www.dot.state.tx.us/apps/egrants/_Upload/886866-Zone2.JPG

CIOT OPERATIONAL PLAN

X I agree to the following

Comments:

Site Description

Occupant Protection Jurisdiction Wide

Pre-Media Efforts Before Enforcement period	May 17, 2019 - May 19, 2019
"Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)"	May 20, 2019 - June 2, 2019
Post-Media Efforts After Enforcement period	June 3, 2019 - June 5, 2019
Reporting Period	May 17, 2019 - Jun 5, 2019

Description of Activities

Pre-Media Campaign

- Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced.

Enforcement Period

- * Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic.

Post-media Campaign

- Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

Reporting Period

- Agencies will submit a performance report during this time period.

Note:

- The Media dates above are to be used as a guide

NOTE:

- The media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-media activities at a later date.
- These activities must occur prior to enforcement activities beginning.
- The Post-media Campaign may begin immediately.
- Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles per STEP enforcement hour within the designated enforcement zones during enforcement hours."



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: May 13, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on renewal of State Plan of Operation (SPO) between City of Pharr Police Department and Law Enforcement Support Office.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and Law Enforcement Support Office

What: Renew state plan of operation between both entities. The agreement can be terminated by either party in writing with 30 day notice.

When: May 20, 2019

Where: Pharr, TX

Why: The agreement will allow the transfer of personal property that is excess to the needs of the Department of Defense to state law enforcement agencies.

Financial Consideration: Non at this time.

Staff Recommendation: I recommend approval.

Alternatives: The alternative is to not renew agreement.

ROUTING:

Jose Luengo
Patricia Rigney
City Management Office

Created/Initiated - 5/13/2019
Approved - 5/13/2019
Final Approval - 5/20/2019

**STATE PLAN OF
OPERATION BETWEEN THE
STATE OF TEXAS**

AND THE City of Pharr Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the City of Pharr Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) City of Pharr Police Department agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) City of Pharr Police Department understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (*LEA name*) City of Pharr Police Department will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
 - 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
 - a) “Items,” defined in the EAR 15 C.F.R. Pt. 772.1. as “commodities”, “software”, and “technology.”
 - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
 - 1) The LEA will submit an updated Application Packet to the State Coordinator’s office no later than September 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
 - 2) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator’s office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
 - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA’s possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator’s office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end November 30 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
- ii. The LESO requires serial number photos for each small arm received through the Program.
- c) LEAs that fail to submit the certified annual inventory by November 30 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

- 1) Support the LESO PCR process by:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.
 - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State Will:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
 - 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
 - c) MRAPs/Armored Vehicles: two vehicles per LEA;
 - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
 - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) **Restricted Status:** A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
 - 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. The authorized signatories of the parties have executed this agreement as of the last date written below.

Jose Luengo Chief of Police

Type / Print Chief Law Enforcement Official Name
(Chief, Sheriff, Constable etc)

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

Ambrosio Hernandez Mayor

Type/Print Civilian Governing Body Official
(Mayor, City Manager, County Judge etc)

Civilian Governing Body Official Signature

Date (MM/DD/YYYY)

Mike Lesko

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action authorizing City Manager to advertise for proposals for construction of offices for IT at the Pharr Public Safety Communications Building.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: We are requesting for permission to advertise for the construction of offices for the Innovation & Technology department at the Pharr Public Safety Communications Building utilizing the RFP process. This relocation will allow our department to provide quicker support to the dispatchers located in that building as well as being able to work with the new primary data center built there.

Financial Consideration:

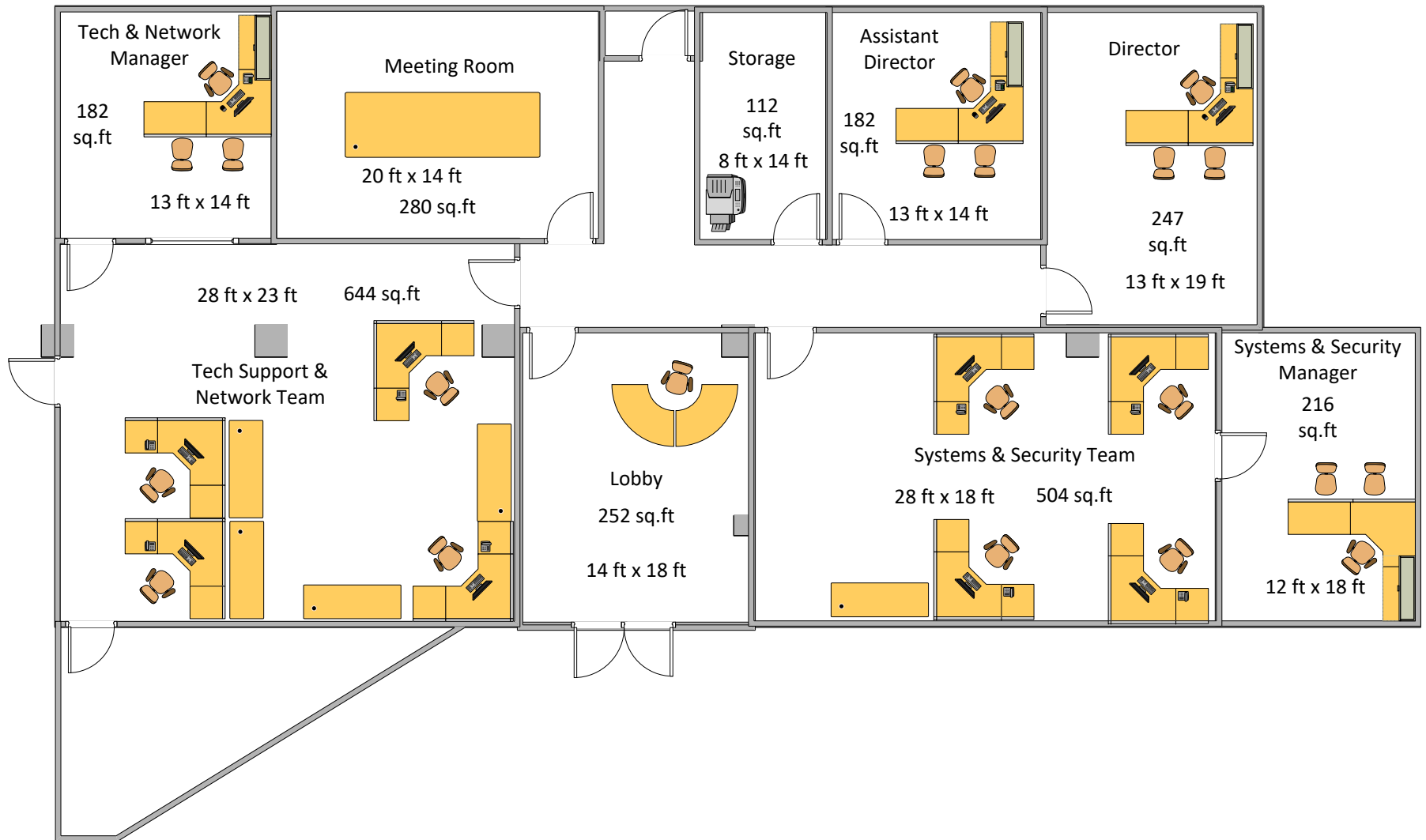
Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Jose Pena
Veronica Gutierrez
Karla Moya
City Management Office

Created/Initiated - 5/17/2019
Approved - 5/17/2019
New -





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: May 20, 2019

MEETING DATE: May 23, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the 16-inch waterline project along Hilina Rd. from Cage Blvd. to Monarch Business Park.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Staff is requesting authorization to solicit sealed bids for the 16-inch waterline project along Hilina Rd. from Cage Blvd. to Monarch Business Park.

Financial Consideration: Engineer's Construction Cost estimate is \$234,000

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua
Karla Moya
City Management Office

Created/Initiated - 5/20/2019
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: May 16, 2019

MEETING DATE: May 23, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 5/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Juan F. Garza, d/b/a Muelle 37, 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 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Juan F. Garza, d/b/a Muelle 37, 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). **CUP#150325**

Financial Consideration:

Staff Recommendation: Development Services recommends approval of the renewal request for 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.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/14/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

May 20, 2019

Conditional Use Permit **Renewal** for ABC –

Muelle 37

Background:

Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Muelle 37.

The property is located at 1000 North Cage Boulevard, Suite A. 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 request for 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\ABC_J GARZA dba MUELLE 37_2015



MEMORANDUM

DATE: MONDAY MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150325 (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Juan F. Garza, d/b/a Muelle 37, 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 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1000 North Cage Boulevard, Suite A.

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

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

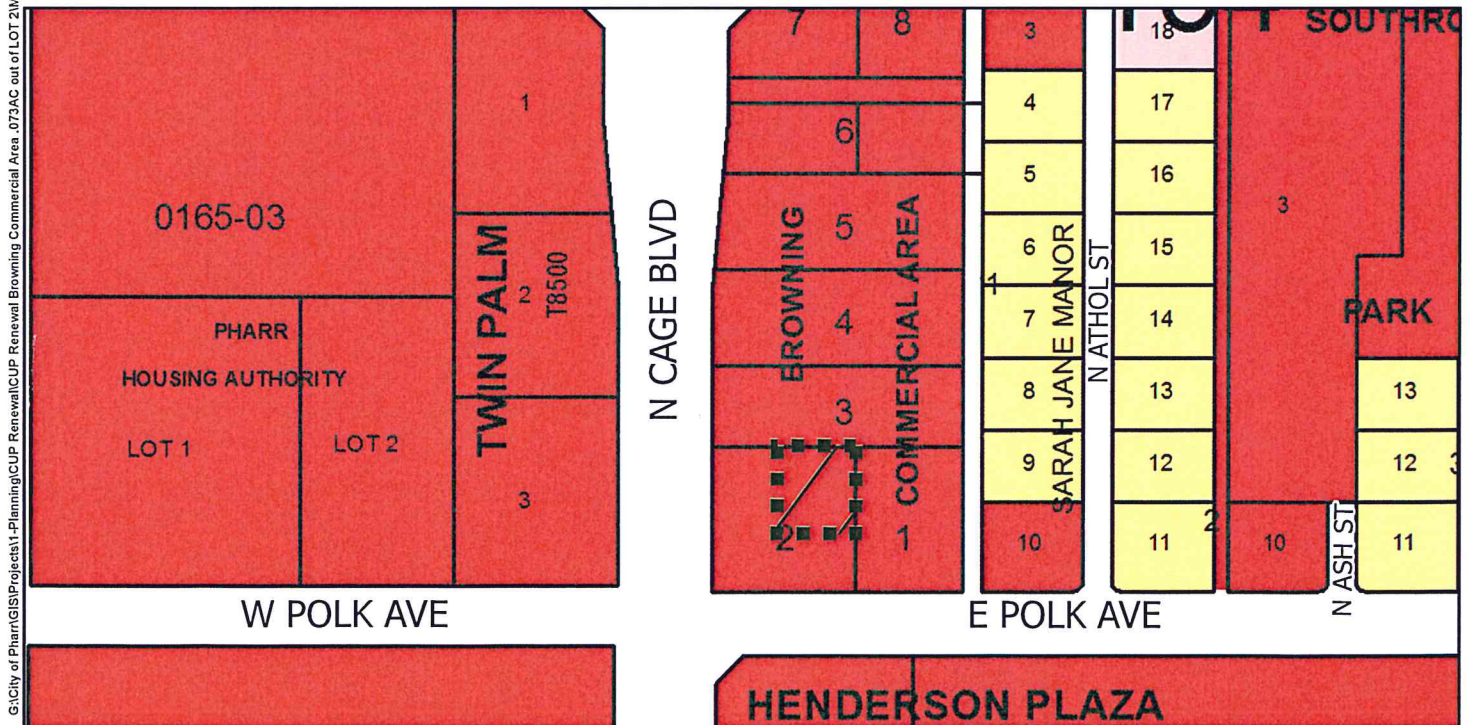
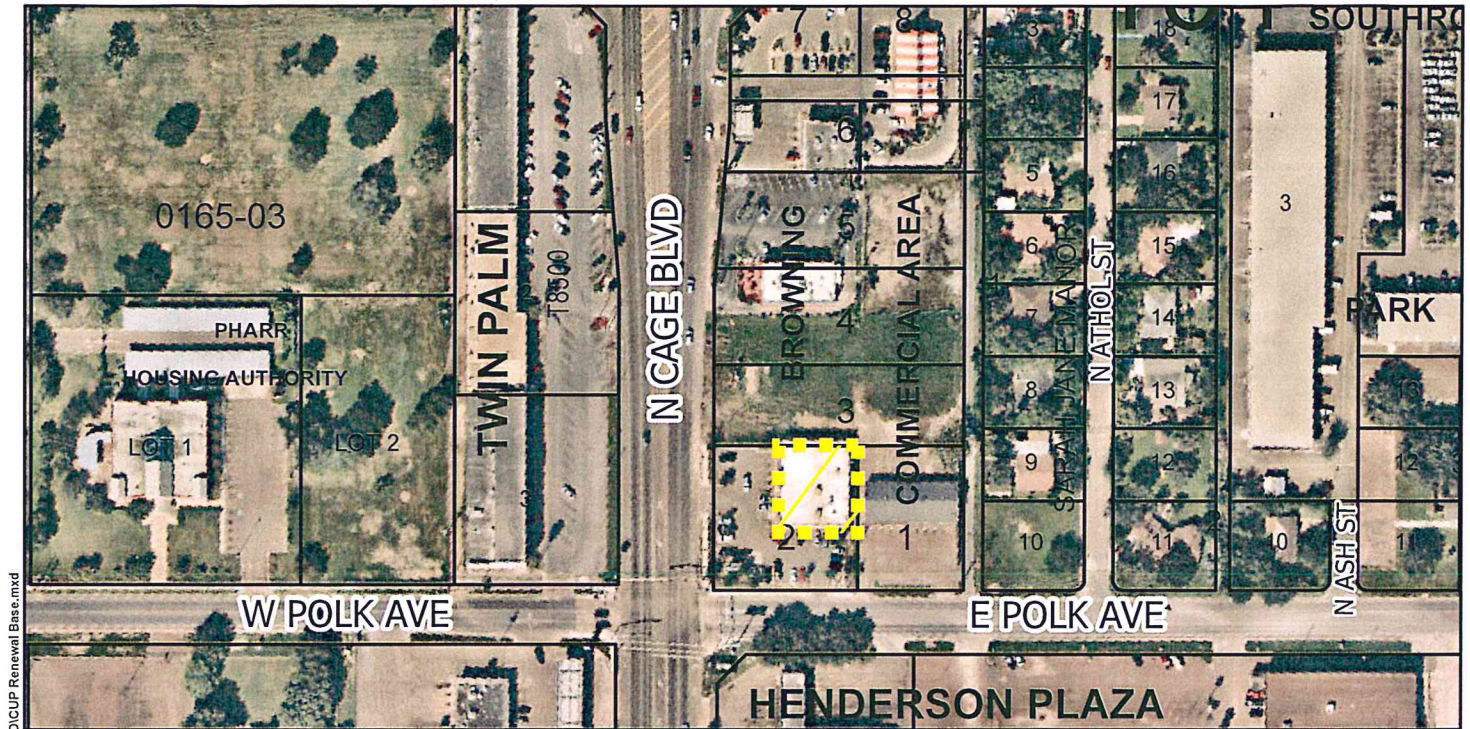
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services recommends **approval** of the renewal request for 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.



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Las Pupusas Del Itacate, LLC. 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 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 807 South Jackson Road, Suite 6. **CUP#180318**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Las Pupusas Del Itacate, LLC. 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). **CUP#180318**

Financial Consideration:

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

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/17/2019
Approved - 5/17/2019
Approved - 5/17/2019
Final Approval - 5/20/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

May 20, 2019

Conditional Use Permit **Renewal** for ABC –

Las Pupusas Del Itacate

Background:

Las Pupusas Del Itacate LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Las Pupusas Del Itacate.

The property is located at 807 S. Jackson, Ste. 6. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#180318 (LAS PUPUSAS DEL ITACATE, LLC.)
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GENERAL INFORMATION:

APPLICANT: Las Pupusas Del Itacate, LLC. 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 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 807 South Jackson Road, Suite 6.

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 City of Pharr limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

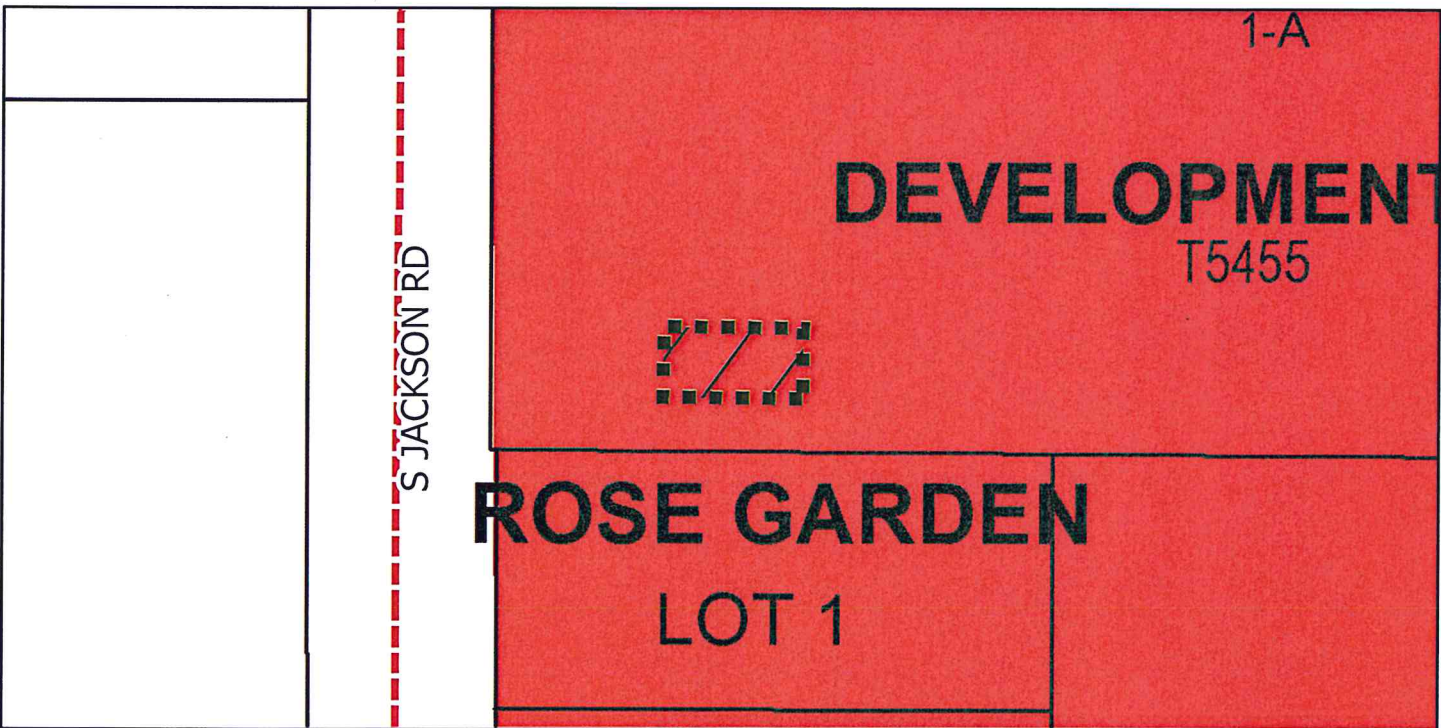
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.3.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Ramiro Armendariz, representing Red Tape VI d/b/a Stilettos Cabaret, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. **CUP#120418**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Mr. Ramiro Armendariz, representing Red Tape VI d/b/a Stilettos Cabaret, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#120418**

Financial Consideration:

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

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano

Created/Initiated - 5/14/2019
Approved - 5/16/2019
Approved - 5/16/2019

City Management Office

Final Approval - 5/20/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

May 20, 2019

Conditional Use Permit **Renewal** for ABC –

Red Tape VI, d/b/a Stilettos
Cabaret

Background:

Mr. Ramiro Armendariz, representing Red Tape, d/b/a Stilettos Cabaret, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Stilettos Cabaret.

The property is located at 1050 North Sugar Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_R ARMENDARIZ rep RED TAPE VI dba STILETTOS_2011



Pharr

Development Services



MEMORANDUM

DATE: MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#120418 (STILETTOS CABARET)
--

GENERAL INFORMATION:

APPLICANT: Mr. Ramiro Armendariz, representing Red Tape VI d/b/a Stilettos Cabaret, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1050 North Sugar Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) is to the north, south, east, and west. The area is generally designated for industrial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit. (See attached memo)
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FIRE MARSHAL:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

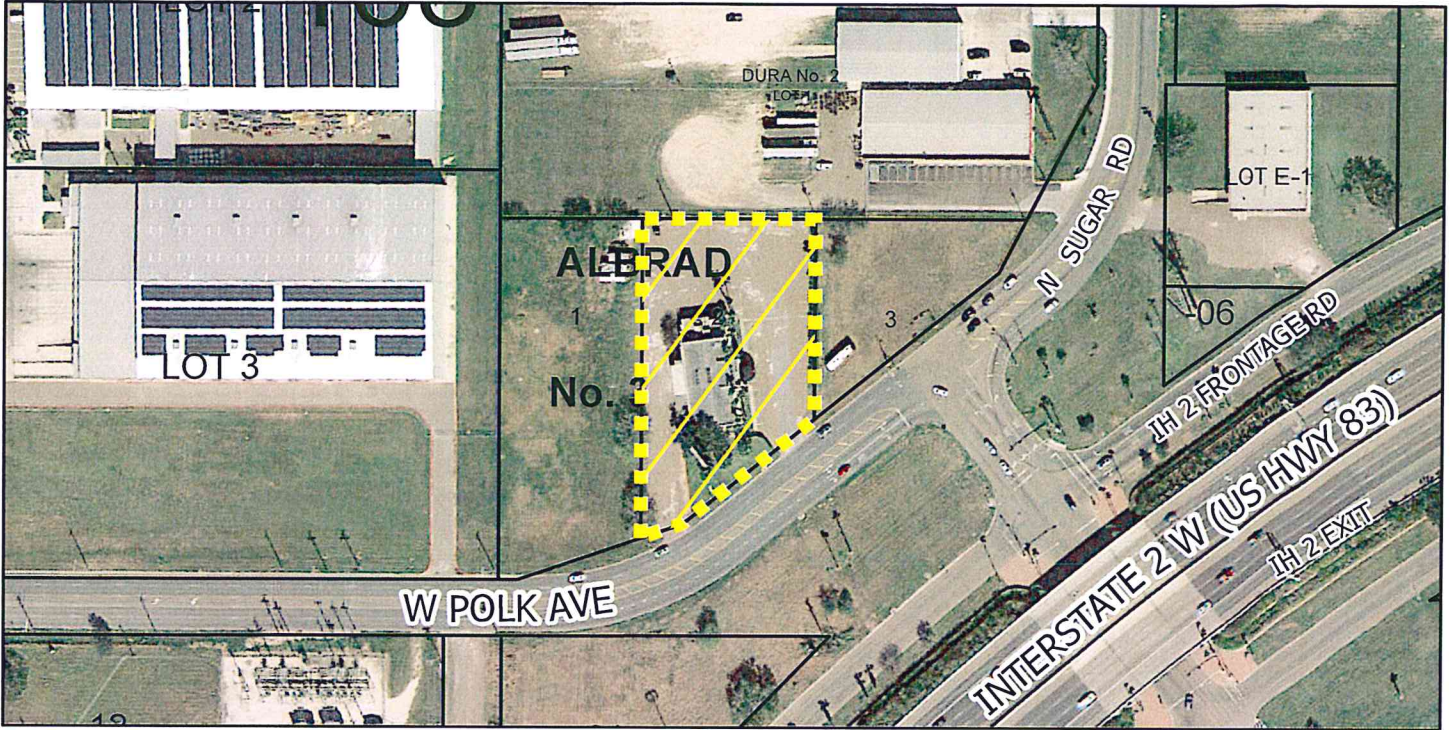
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

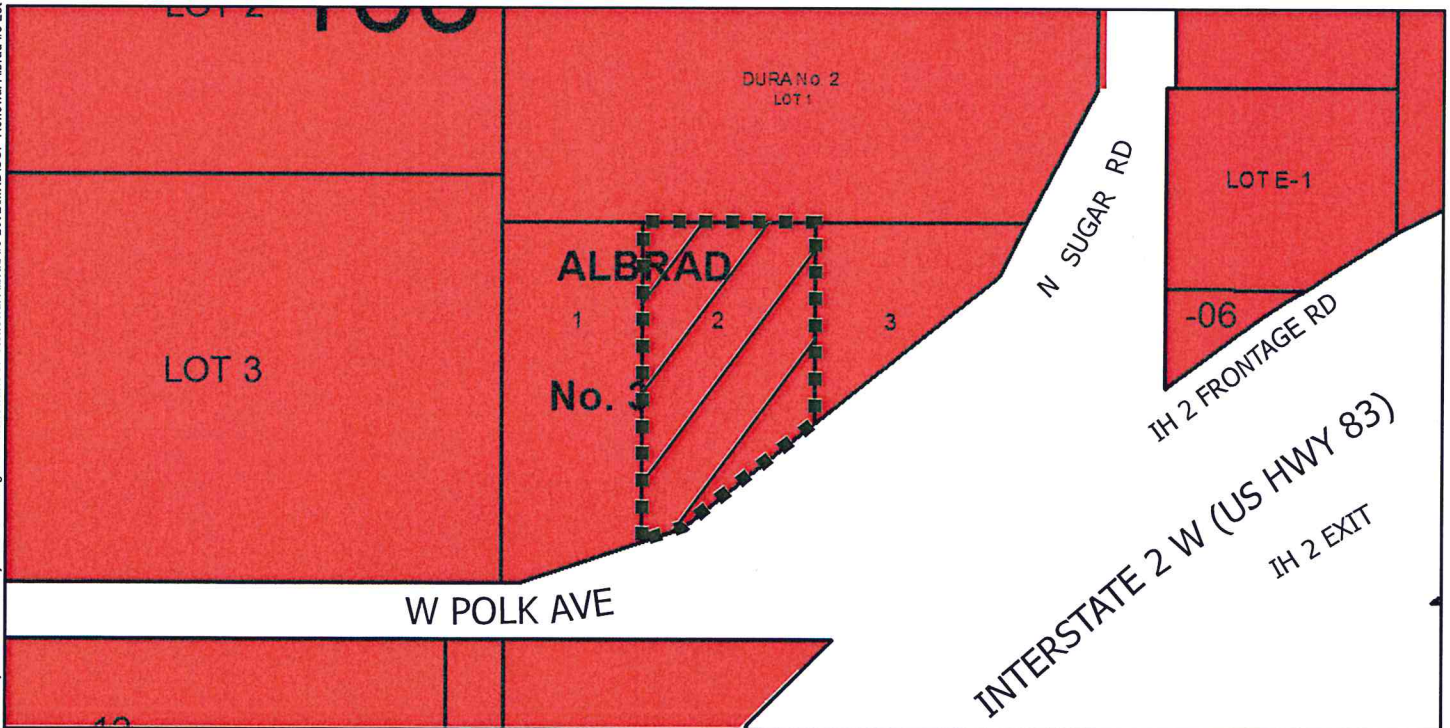
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
Albrad #3 Lot 2
Stilletos Cabaret



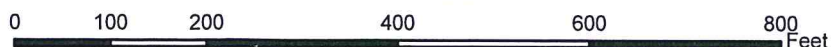
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Agricultural Open Space	High Density Multi-Family	Government Owned	Heavy Industrial	Hidalgo ISD
Single Family	Mobile Home	General Business	Limited Industrial	Valley View ISD
Single Family Small Lot	Townhouse	Business District	Neighborhood Commercial	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 = 200 feet



Date: 4/8/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.4.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Jhoan R. Gonzalez, d/b/a Tacos y Mariscos El Sinaloense, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages in a General Business District (C). The property is legally described as being 0.12 acres, more or less, out of Lot 194, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6811 South Jackson Road. **CUP#190322**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Jhoan R. Gonzalez, d/b/a Tacos y Mariscos El Sinaloense, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages in a General Business District (C). **CUP#190322**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives:

ROUTING:

Nydia Mata

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 5/14/2019

Approved - 5/16/2019

Approved - 5/16/2019

Final Approval - 5/20/2019



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC – FILE NO. CUP#190322 (TACOS Y MARISCOS EL SINALOENSE)

GENERAL INFORMATION:

APPLICANT: Jhoan R. Gonzalez, d/b/a Tacos y Mariscos El Sinaloense, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.12 acres, more or less, out of Lot 194, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6811 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and City of Pharr limits lie to the west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit.

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

HOURS OF OPERATION: Hours of operation will be from Monday through Wednesday from 11:00 AM to 12:00 AM and Thursday through Sunday from 11:00 AM to 2:00 AM.

NOTIFICATION OF PUBLIC: Forty-four (44) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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

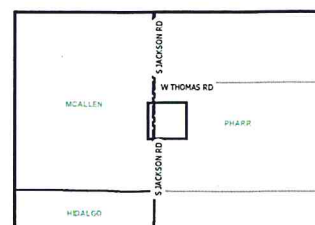
PLANNING & ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

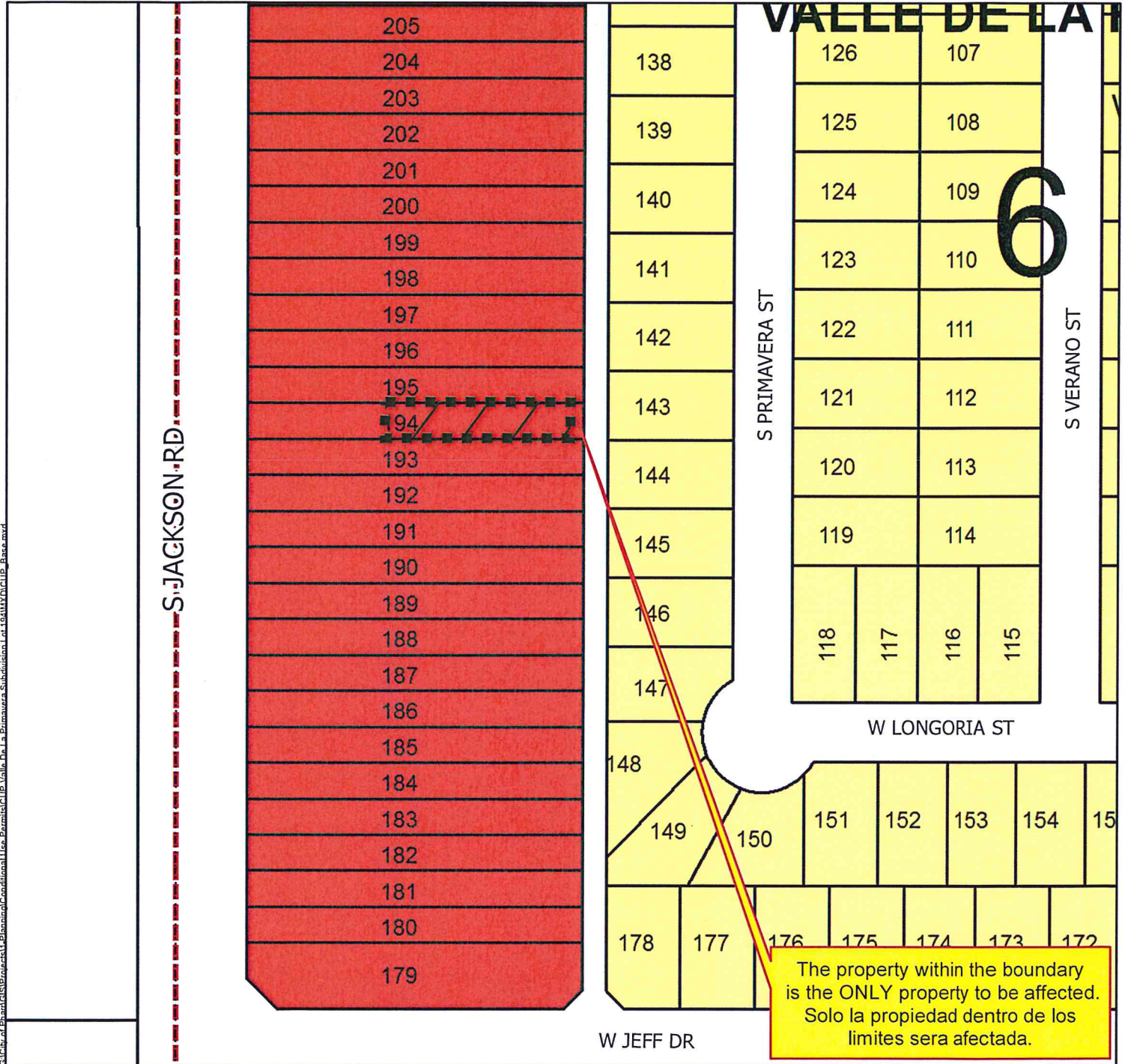


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|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| Single Family Small Lot | Rail Road R.O.W. | Limited Industrial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

- | |
|--------------------------|
| Valley View ISD |
| Planned Unit Development |

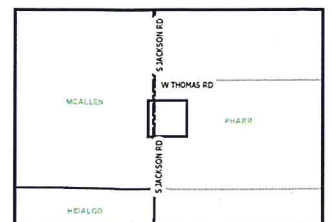
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



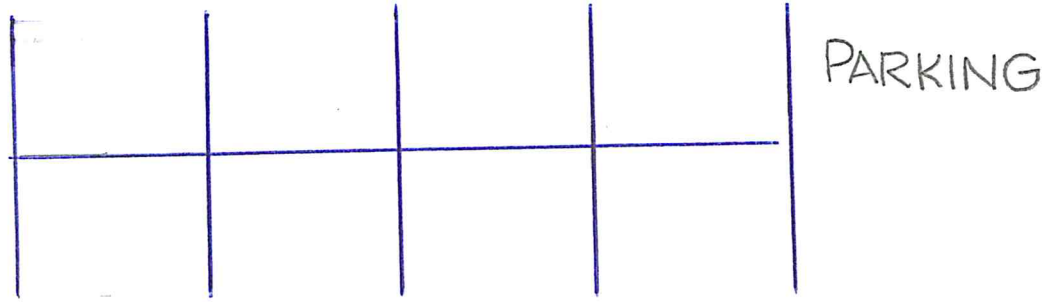


- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail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

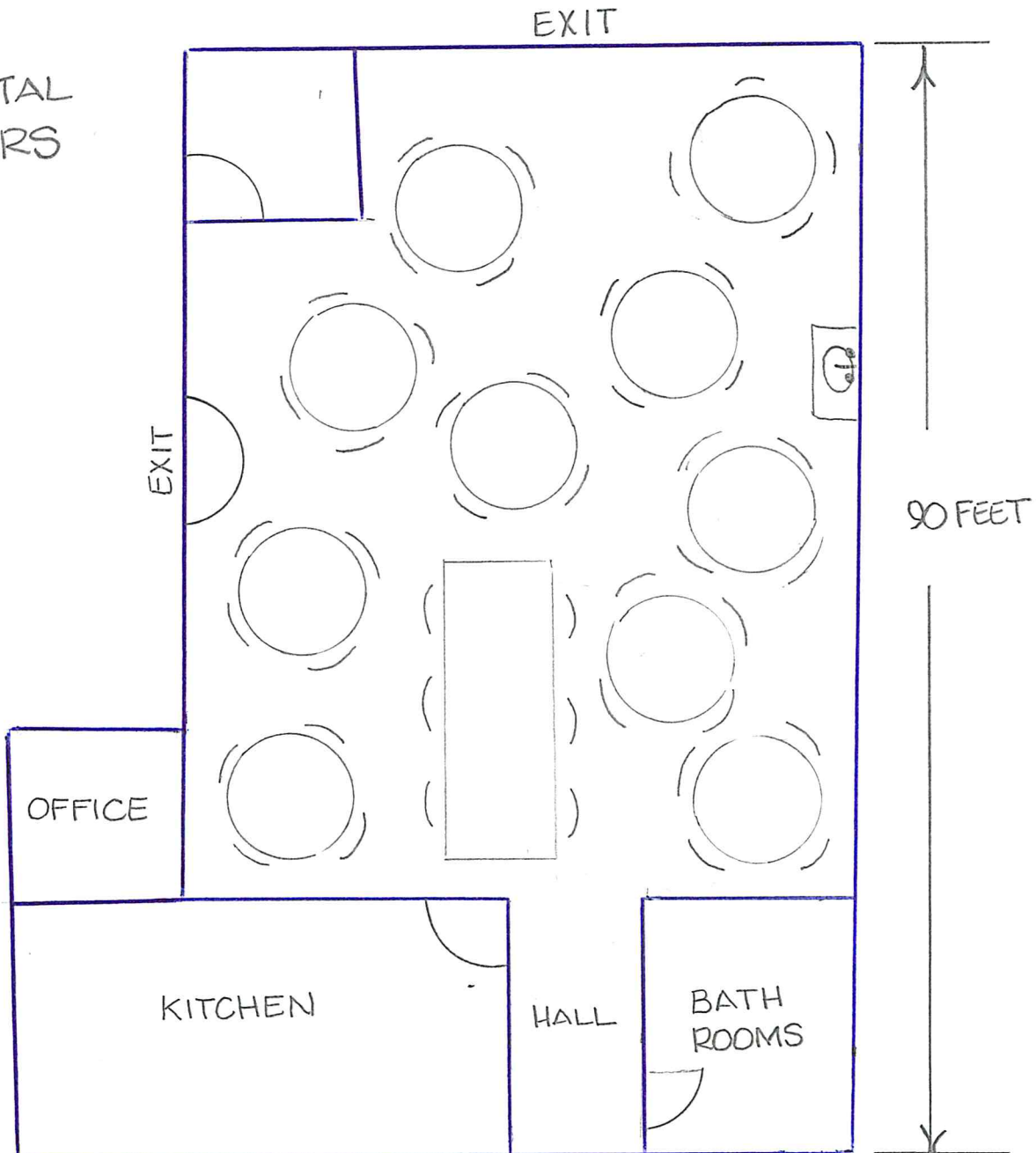
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

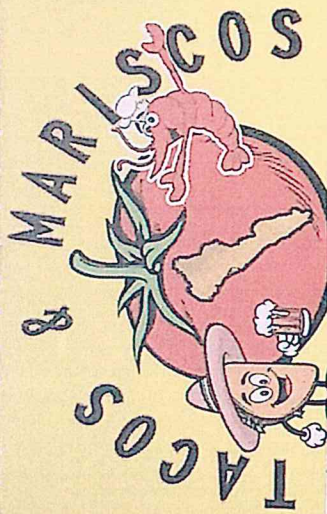


6811 SOUTH JACKSON ROAD



58 TOTAL
CHAIRS





El Sinaloense

..... TO GO

[956] 777-5445

NOW OPEN!

OPEN

- NOTICE -
AN APPLICATION TO SELL
AND CONSUME ALCOHOLIC
BEVERAGES IS PROPOSED
FOR THIS LOCATION
TYPE OF LICENSE PERMIT
NAME OF APPLICANT
ADDRESS OF APPLICANT
DATE OF APPLICATION
ON PUBLIC NOTICE
JULIO 2010

Je
Ac
8
6813 S



El Sinaloense

Menu

TEL
(956)777-5445

11 AM A 12 AM
LUNES A MIERCOLES
11AM A 2AM
JUEVES A DOMINGO

6811 S. JACKSON RD

BEBIDAS

AGUAS FRESCAS NATURALES 32oz

LIMON	\$2.50
PIÑA	
JAMAICA	REFILL \$0.99
HORCHATA	

REFRESCOS

MONSTER	\$2.50
COCACOLA (LATA)	\$1.00
COCACOLA DIET (LATA)	\$1.00
COCACOLA MEXICANA (BOTELLA DE VIDRIO)	\$2.50
REFRESCO DE SABOR (BOTELLA DE VIDRIO)	\$2.50
AGUA NATURAL	\$0.80+TAX

CERVEZAS

MICHELOB	
BUD LIGHT	
MILLER	\$3.50
INDIO	CADA UNA
TECATE	

MICHELADAS

1LITRO

\$5.99

VINOS



LOS MAZATLAN

ORDEN DE CEVICHE DE CAMARON O PESCADO	\$5.99
BOTANA DE CEVICHE DE CAMARON O PESCADO	\$7.99
OPCION TOSTITOS FLAMINHOT O DORITOS FLAMINHOT	
CEVICHE ALTATA DE CAMARON O PESCADO	\$7.99
CON MANGO, JICAMA Y SALSA ESPECIAL	
TOSTADA 701	\$8.99
TOSTADA DE CAMARON COCIDO C/PULPO	\$6.99
TOSTADA DE CAMARON O PESCADO	\$1.99 C/U
COCKTAIL DE CAMARON	\$6.99 CH \$10.99 GD
+EXTRAS PULPO, OSTION	
AGUACHILE	\$10.99
OPCION DE VERDE O ROJO	
+EXTRAS	
TORRE DE MARISCOS LA CHAPARRITA	\$14.99
BOTANA MAZATLECA	\$18.99
OTIONES MAZATLECOS	\$8.99
CON CEVICHE DE CAMARON Y PESCADO 6PZ	
OSTIONES SINALOENSES	\$10.99
CON PULPO Y CAMARON 6PZ	
OSTIONES EN LA CONCHA	



TACOS



TACOS CULIACAN

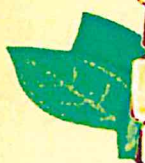
CARNE A SU GUSTO DE FAJITA/DIEZMILLO/BISTEC

TACO DE CARNE	\$1.99 C/U
VAMPIRO	\$2.50 C/U
QUESADILLA C/ CARNE	\$5.99 C/U
PAPA ASADA CON CARNE	\$7.99
PAPA ASADA SIN CARNE	\$4.99
TOSTADAS	\$2.99 C/U
PANCHOS C/ CARNE	\$8.99

TACOS AHOME

CAPEADOS

TACO DE CAMARON	\$3.25C/U
TACO DE PESCADO	\$3.00 C/U
QUESADILLA C/ CAMARON	\$5.99 C/U



BARRA CALIENTE

C/ GUARMICIONES



CAMARONES SINALOA

(10PZ)

\$10.99

MOJARRA FRITA

AL MOJO DE AJO O A LA DIABLA

\$7.99

CAMARONES O FILETE

POBLANO, AL MOJO DE AJO O A LA DIABLA

\$7.99 \$6.99

CAMARONES MOMIA

\$6.99

CAMARONES O FILETE ROCKAFELLER

\$8.99 \$7.99



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.5.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Mayra Elizabeth Pedraza has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). The property is legally described as being Lot 48, Los Ranchitos No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7517 South Plata Lane. **CUP#190319**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Mayra Elizabeth Pedraza has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). **CUP#190319**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives:

ROUTING:

Nydia Mata

Created/Initiated - 5/14/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZE STORAGE UNIT (LARGER THAN 120 SQUARE FEET) FILE NO. CUP#190319

GENERAL INFORMATION:

APPLICANT: Mayra Elizabeth Pedraza has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lot 48, Los Ranchitos No. 3 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 7517 South Plata Lane.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Single-Family Residential District (R-1) to the north, south, east and west. This area is generally designated for single-family residential use in the Land Use Plan.

COMMENTS: **FIRE DEPARTMENT:** Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Sixty-two (62) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received four (4) telephone calls; three (3) for information only and one (1) in favor of the item.

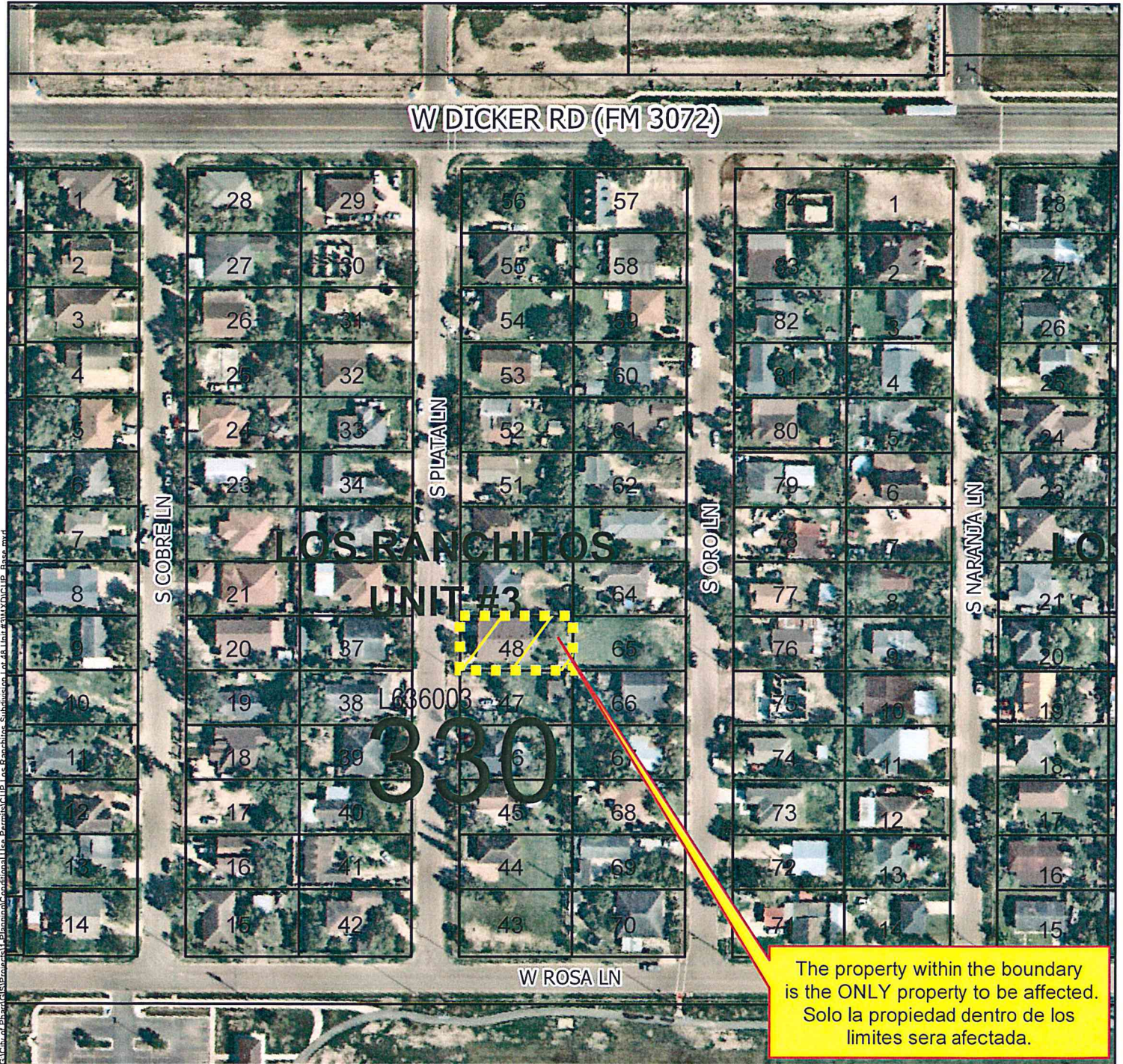
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** of the request for Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to the following conditions:

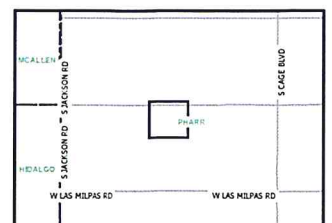
1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The storage unit shall not have separate electrical services;
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate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

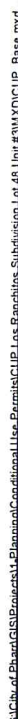
**PLANNING & ZONING
COMMISSION:**

Planning and Zoning Commission voted unanimously to **approve** the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

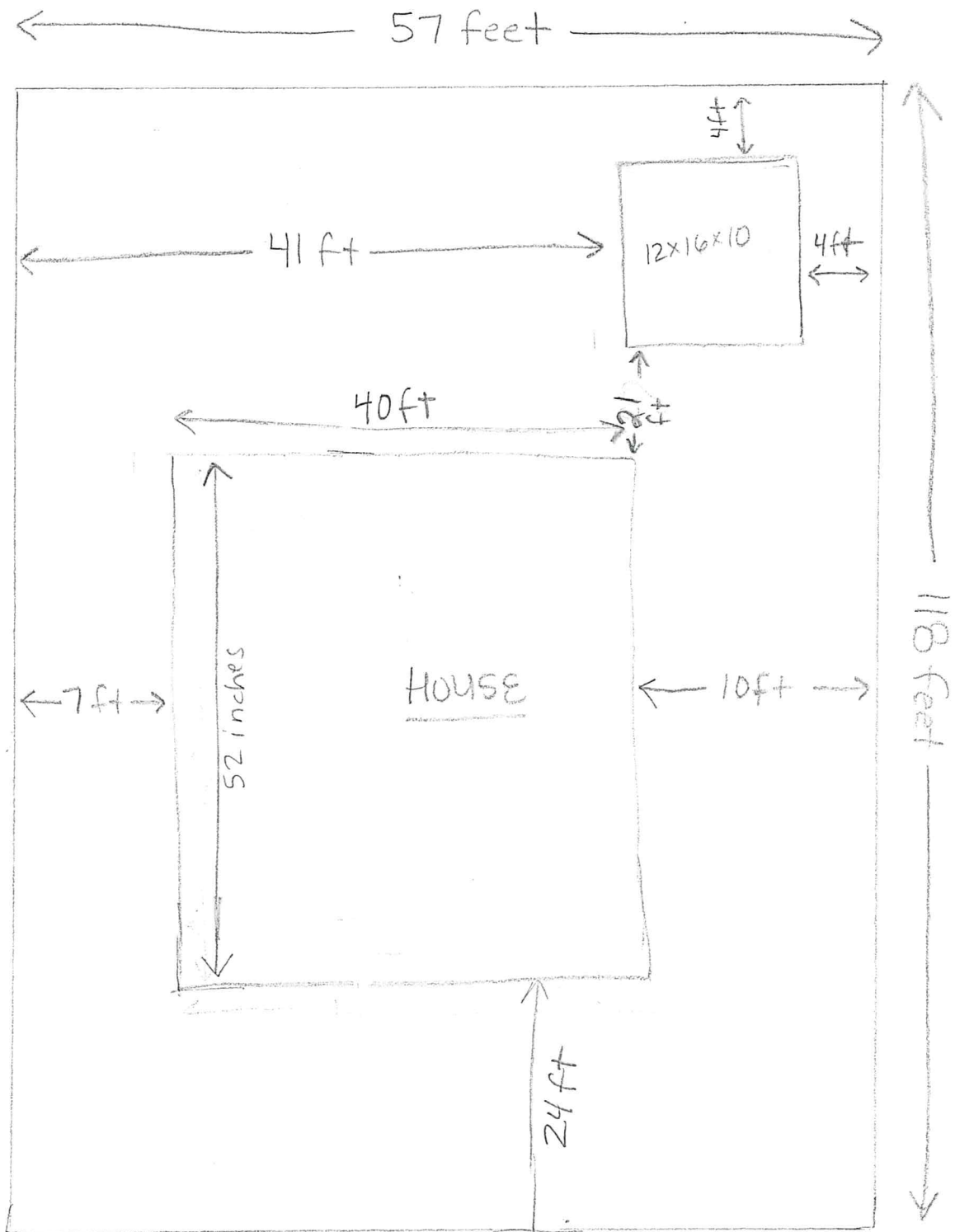


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





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PLATA LANE





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.6.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). The property is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street. **COZ#190424**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). **COZ#190424**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Medium Density Multi-Family District (R-3) as the properties meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Medium Density Multi-Family Residential District (R-3) subject to staff's recommendations.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/15/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: May 20, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190424

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 10, 2019

1. **Applicant:** Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, owner.
2. **Requested Action:** Re-zoning request from a General Business District (C) to Medium Density Multi-Family District (R-3).
3. **Nature / Intent of Request:** In order to develop and construct multi-unit buildings on said property.

4. **Routing to Staff:**

F. **Melanie Cano, Director**

[Signature]
Initials

5/15/19
Date

☒ Approval ☐ Denial

G. **Planning Staff
Recommendations**

[Signature]
Initials

5/14/19
Date

☒ Approval ☐ Denial

H. **Planning and Zoning
Commission**

Initials

5/13/19
Date

☒ Approval ☐ Denial

I. **City Attorney**

Initials

Date

☐ Approval ☐ Denial

J. **City Manager**

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Medium Density Multi-Family District (R-3): Being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street.

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:

Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3) in order to develop and construct multi-unit buildings on said property. The subject site is located on the north side of West Kennedy Street with the physical address of 1312 West

Kennedy Street and is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Kennedy Street a 50' local street which runs east and west with a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The subject site was re-zoned from Single-Family Residential District (R-1) to General Business District (C) on May 18, 2010. The property to the north of the subject site was rezoned from Single-Family Residential District (R-1) to General Business District (C) on October 20, 1998. The property to the east and west is zoned Single-Family Residential District (R-1) and the property to the south is zoned General Business District (C) upon annexation into the City Limits. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The medium-density multi-family district is established to provide adequate space and site diversification for medium-density areas that are a mixture of single-family, duplex, and multi-family dwelling units of up to eight units per lot. The area requirements in this district are based on multi-family dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. This district 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.

Eleven (11) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Three individuals in the affected area signed up to speak at the Public Hearing in opposition of the request.

Development Services is recommending approval of the request to re-zone to Medium Density Multi-Family District (R-3) as the properties meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) 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.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited
Liability Company, owner
APPLICANT

1312 West Kennedy Street
ADDRESS

General Business District (C)
CURRENT ZONE

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, has adequate ingress and egress and is compatible with
the surrounding properties.

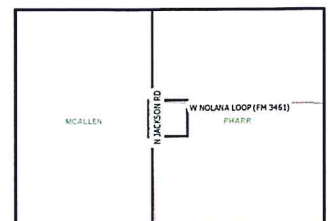
Della Robles, Planner I
PREPARED BY

May 8, 2019
DATE



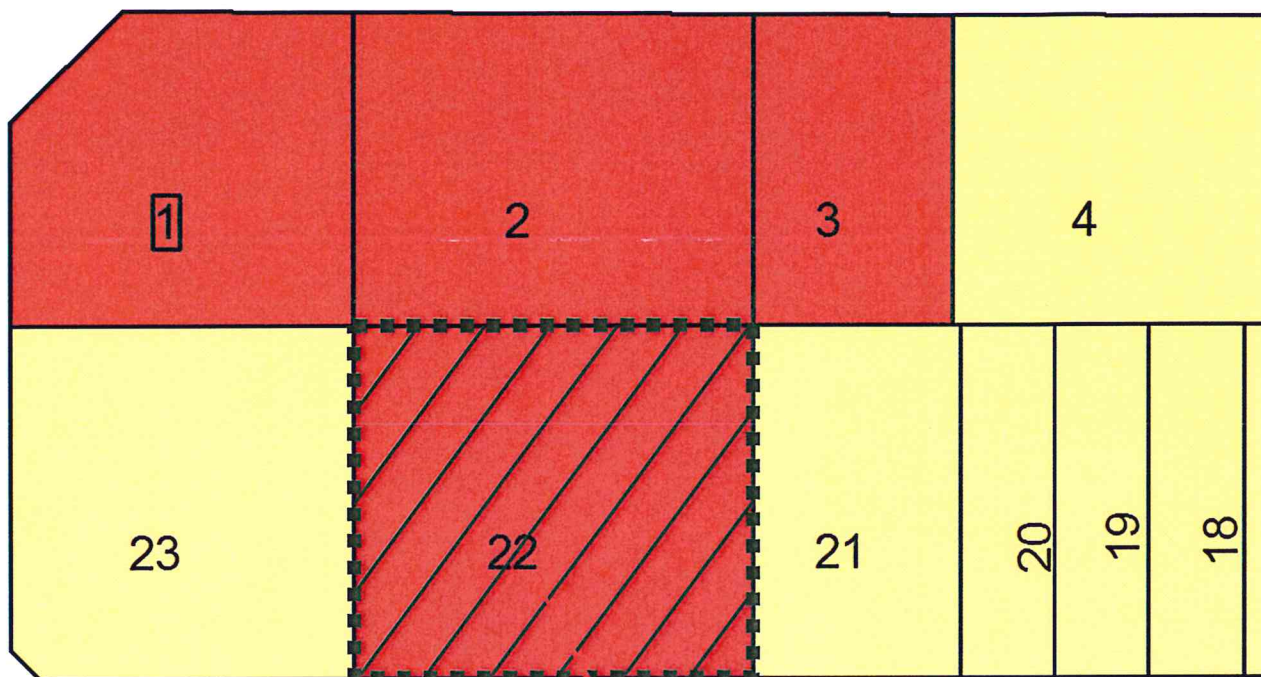
Agricultural Open Space	Townhouse	Heavy Commercial	Valley View ISD
Single Family	HUD Code	Heavy Industrial	Planned Unit Development
Single Family Small Lot	Rail Road R.O.W.	Limited Industrial	
Two Family	Government Owned	Neighborhood Commercial	
Medium Density Multi-Family	General Business	Office Professional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

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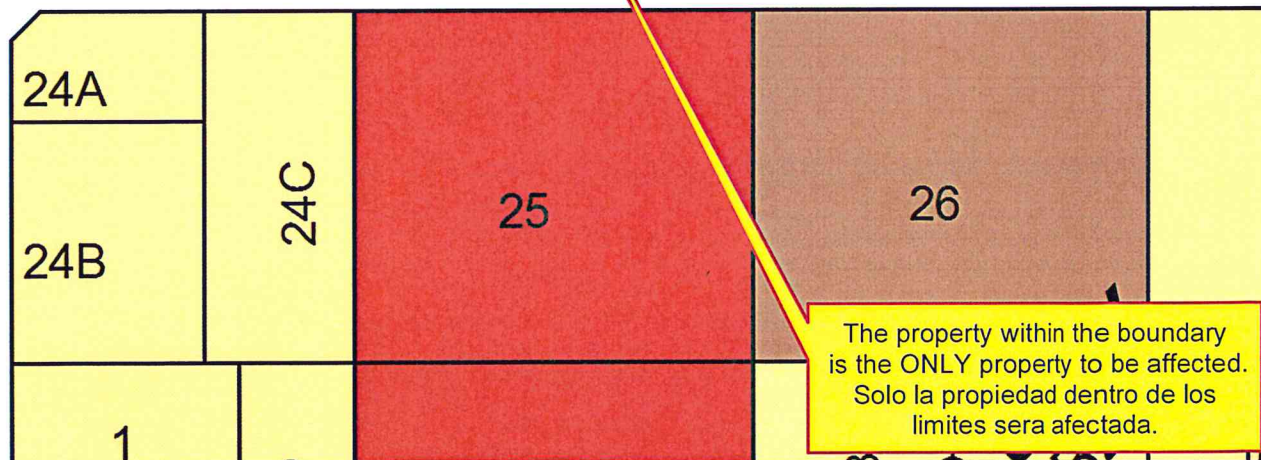


W NOLANA LOOP (FM 3461)

N JACKSON RD



W KENNEDY ST



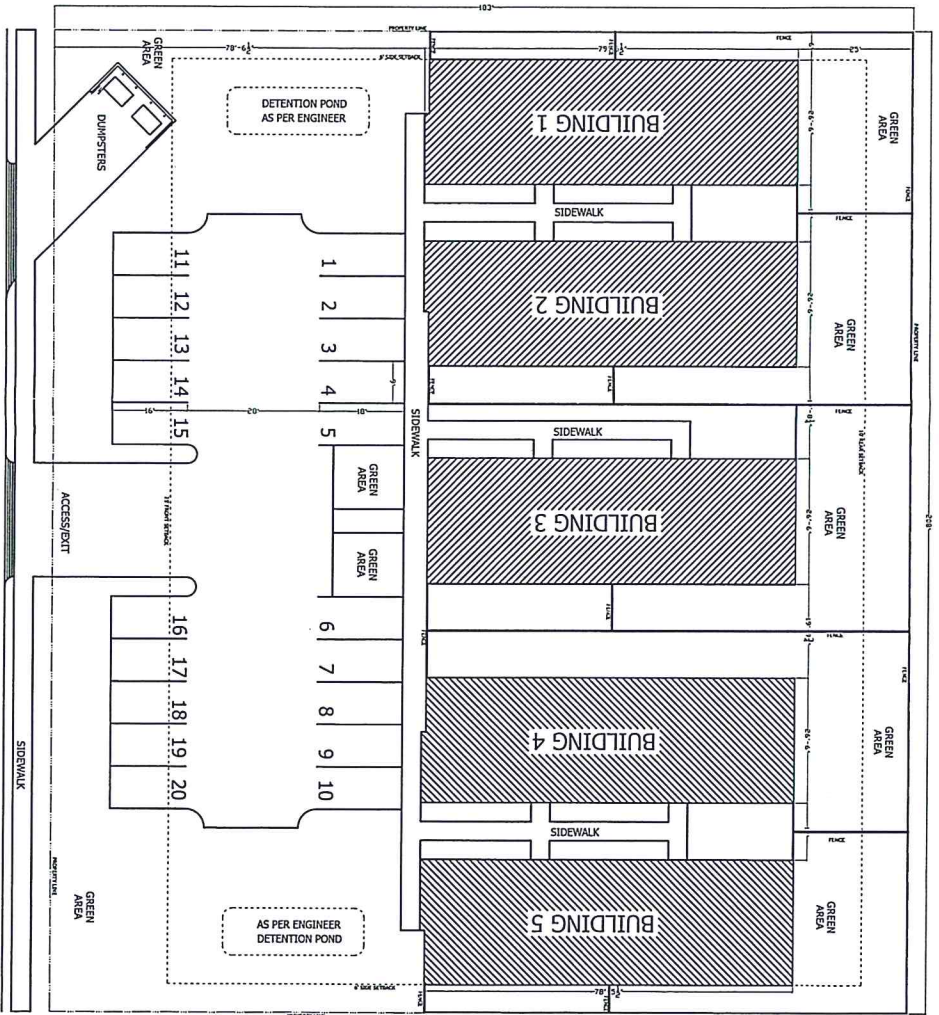
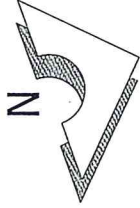
The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

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

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



BEAMSLEY SBDV.
 Lot 22
 Pharr, Tx.

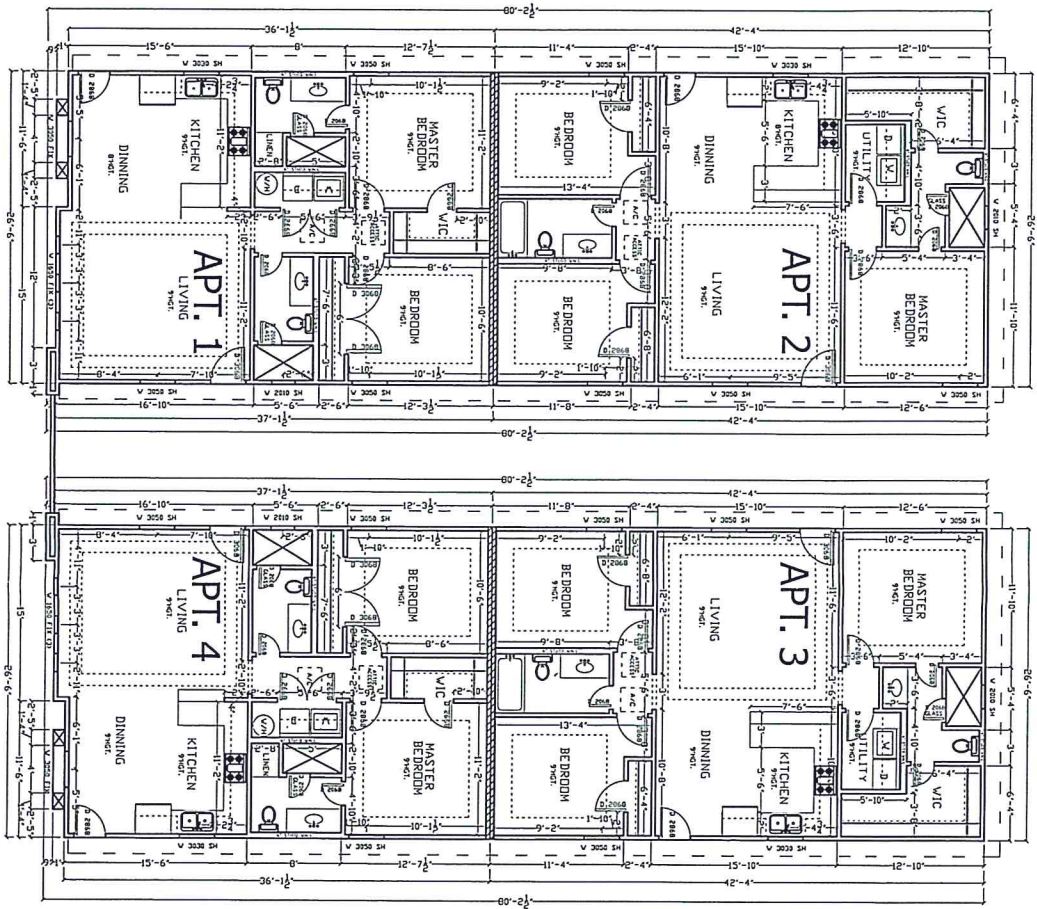


KENNEDY ST.

DATE: 3/23/21 PROJECT: KENNEDY ST. SCALE: 3/8"=1'-0" 2	FLOOR PLAN 10,500 SQFT TOTAL	G.R. LOERA DESIGN (956) 570 04 96 geraldora@hotmail.com	

BUILDING 1

BUILDING 2



A R E A S (BLDG. 1 & 2)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
APT 3.	1120 SQ.FT. LA.
APT 4.	980 SQ.FT. LA.
	4200 SQ.FT. TOTAL

A R E A S (BLDG. 3)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
	2100 SQ.FT. TOTAL

A R E A S (BLDG. 4 & 5)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
APT 3.	1120 SQ.FT. LA.
APT 4.	980 SQ.FT. LA.
	4200 SQ.FT. TOTAL





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.7.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt, Inc., representing Tancitaro's Finest Fruit LLC, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 1.662-acre tract of land, more or less, out of Lot 375, Kelly Pharr Tract, Pharr, Hidalgo County, Texas. The property's physical address is 801 West Bona Terra Drive (rear portion of property). **COZ#190425**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Melden & Hunt, Inc., representing Tancitaro's Finest Fruit LLC, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). **COZ#190425**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) subject to staff's recommendations.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/15/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: May 20, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190425

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 12, 2019

1. **Applicant:** Melden & Hunt, Inc., representing Tancitaro's Finest Fruit LLC, owners.
2. **Requested Action:** Re-zoning request from a Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I)
3. **Nature / Intent of Request:** In order to develop additional parking area for the commercial warehouse located north of the said property.

4. **Routing to Staff:**

F. **Melanie Cano, Director**


Initials

5/20/19
Date

☒ Approval ☐ Denial

G. **Planning Staff
Recommendations**


Initials

5-20-19
Date

☒ Approval ☐ Denial

H. **Planning and Zoning
Commission**

Initials

5/13/19
Date

☒ Approval ☐ Denial

I. **City Attorney**

Initials

Date

☐ Approval ☐ Denial

J. **City Manager**

Initials

Date

☐ Approval ☐ Denial

MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). Being a 1.662-acre tract of land, more or less, out of Lot 375, Kelly Pharr Tract, Pharr, Hidalgo County, Texas. The property's physical address is 801 West Bona Terra Drive (rear portion of property).
--

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:

Melden & Hunt, Inc., representing Tancitaro's Finest Fruit LLC, owners, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop additional parking area for the commercial warehouse located north of the said property.

The subject site is physically located on the south side of the commercial warehouse that fronts 801 West Bona Terra Drive and is legally described as a 1.662-acre tract of land, more or less, out of Lot 375, Kelly Pharr Tract, Pharr, Hidalgo County, Texas.

The property is an addition to the commercial warehouse property that fronts Bona Terra Drive, an 80' local street which runs east and west with a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the south and west and the property to the north is zoned Limited Industrial District (L-I) which was changed on February 18, 2003. On February 21, 1995 the property to the east was also zoned Limited Industrial District (L-I). There have been no zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Limited Industrial District is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Seven (7) 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.

Development Services is recommending approval of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) 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.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Mario Reyna, P.E., representing Tancitaro's Finest Fruit, LLC.,
owners.

APPLICANT

Agricultural and/or Open Space District (A-O)

CURRENT ZONE

801 West Bona Terra Drive (rear portion of the property)

ADDRESS

Limited Industrial District (L-I)

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

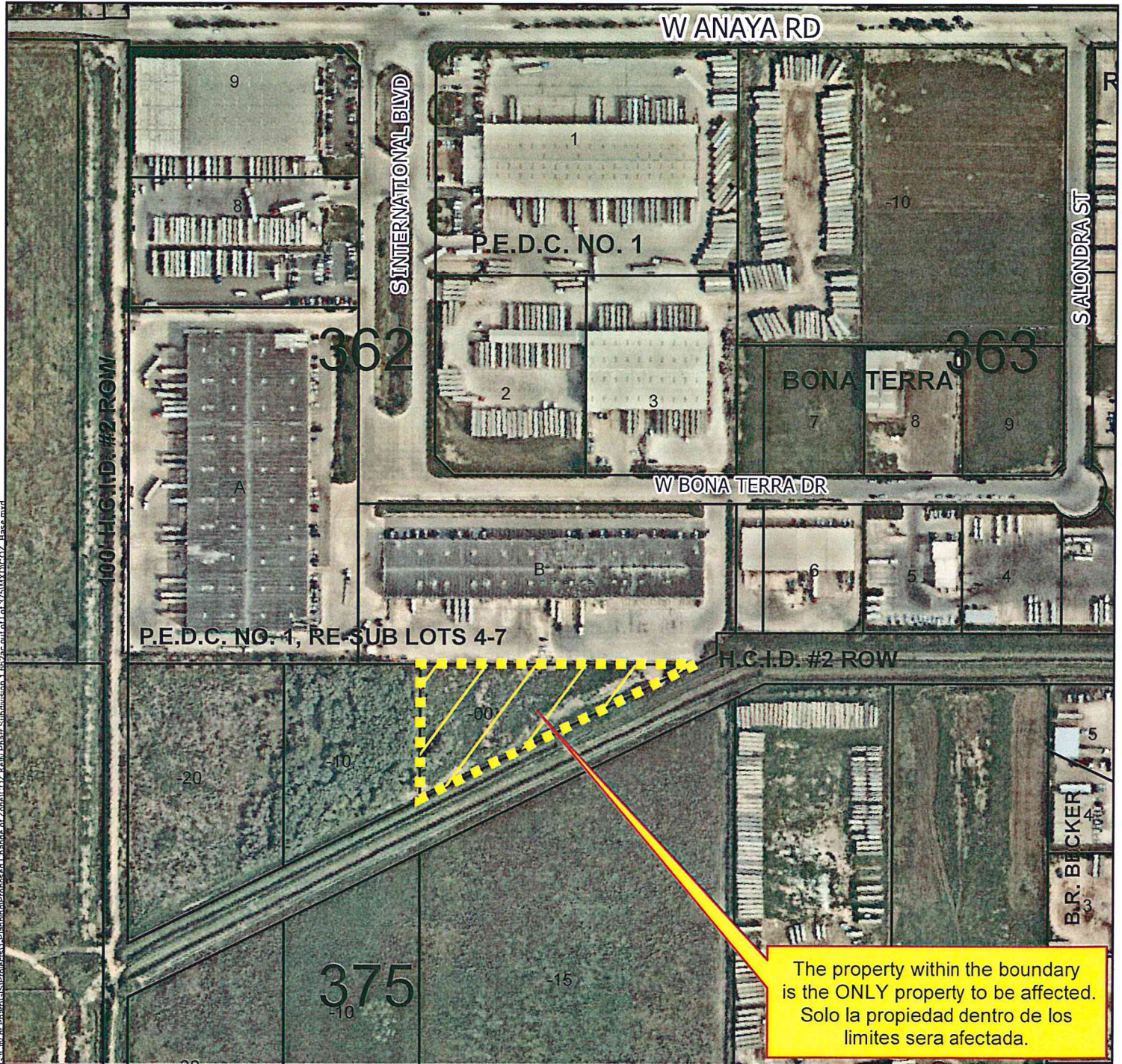
The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

Della Robles, Planner I

PREPARED BY

May 8, 2019

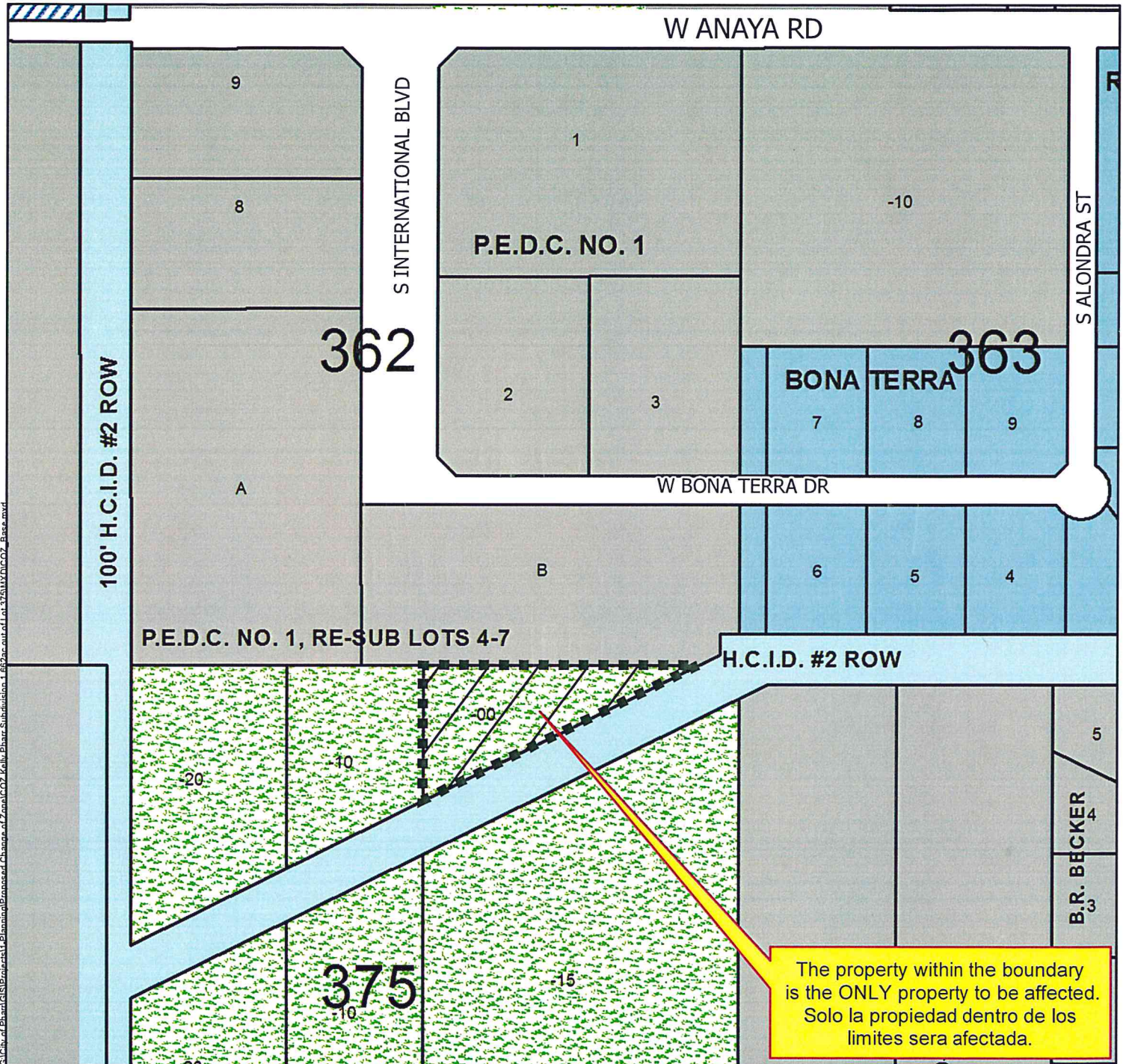
DATE



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

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

- | |
|--------------------------|
| Valley View ISD |
| Planned Unit Development |

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



LOT B,
RE-SUBDIVISION OF LOTS 4,5,6, AND 7,
P.E.D.C. #1 SUBDIVISION (AMENDED),
VOLUME 52, PAGE 118, H.C.M.R.

P.O.C.
S.W. COR.
LOT B
N: 16564236.982
E: 1079614.321

P.O.B.

S 81° 27' 35" E 130.00'

15.00' UTILITY EASEMENT

S 81° 27' 35" E 542.10'

JOSE ALEJANDRO GARCIA FLORES SR.
S.W.D. DOCUMENT No. 2863991, H.C.O.R.

N 08° 32' 25" E 267.04'

1.662 ACRES
TANCITARIO'S FIRST FRUIT, L.L.C.O.R.
VOLUME 26, PAGE 203, H.C.O.R.

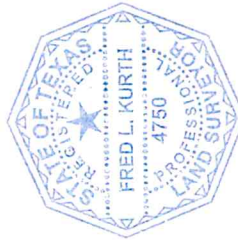
100.0' R.O.W.
H.C.I.D. No. 2
VOLUME 26, PAGE 203, H.C.O.R.

604.28'

S 72° 18' 54" W

TANCITARIO'S FIRST FRUIT, L.L.C.O.R.
VOLUME 26, PAGE 203, H.C.O.R.

**PLAT SHOWING
1.662 ACRES
OUT OF LOT 375,
KELLY-PHARR SUBDIVISION,
VOLUME 0, PAGES 27, H.C.M.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS**



I, FRED L. KURTH, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE
FOREGOING PLAT TO BE TRUE AND CORRECT
REPRESENTATION OF A SURVEY MADE ON THE
GROUND ON 02/26/19 UNDER MY DIRECTION
AND SUPERVISION.

FRED L. KURTH, RPLS No. 4750 DATE: 3-28-17

- NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

LEGEND

- FOUND No. 4 REBAR
- SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- RIGHT OF WAY
- R.O.W. - HIDALGO COUNTY MAP RECORDS
- H.C.M.R. - HIDALGO COUNTY DEED RECORDS
- H.C.D.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.O.R. - HIDALGO COUNTY IRRIGATION DISTRICT
- H.C.I.D. - HIDALGO COUNTY SOUTHWEST CORNER
- S.W. COR. - POINT OF BEGINNING
- P.O.B. - POINT OF COMMENCING
- P.O.C. - POINT OF COMMENCING
- W.D.W.V.L. - WARRANTY DEED WITH VENDORS LIEN
- S.W.D. - SPECIAL WARRANTY DEED
- LF - LOT LINE
- RP - PROPERTY LINE

EXHIBIT "B"

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE
EDINBURG, TX 79541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

PAGE 2 OF 2
BOOK: T-1076, PG. 17
DATE: 03/28/19
JOB No. 19044.08
FILE NAME: 19044.08
DRAWN BY: J.G.

BEARING BASIS AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH

SCALE: 1"=60'





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #:

DATE SUBMITTED: May 16, 2019

MEETING DATE: May 23, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 5/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.1.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Brentwood Estates Subdivision. The property is legally described as being a 23.36 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Ridge Road.

SUB#180101

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Brentwood Estates Subdivision. **SUB#180101**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Brentwood Estates Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Brentwood Estates Subdivision.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/15/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: BRENTWOOD ESTATES SUBDIVISION FILE NO. SUB#180101

GENERAL INFORMATION:

APPLICANT: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Brentwood Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 23.36 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of West Ridge Road.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Agricultural and/or Open Space District (A-O) and General Business District (C) to the north and east, Mobile Home District (R-MH) to the south, General Business District (C) and Medium Density Multifamily Residential District (R-3) to the west. The property is designated for multi-family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single-family use.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Brentwood Estates Subdivision subject to the following conditions:

**SIDEWALK:
ADA:** 1. Modify plat note #11, A 6 ft. sidewalk with ADA ramps and landings along W. Ridge Rd. will be constructed by the developer at subdivision construction stage.

**STREETS, PAVING
AND R.O.W.:** 1. Provide street lighting plan spacing shall be at 250' max.
2. Show existing R.O.W., on W. Ridge Rd., if the total R.O.W. is less than 100' will need to provide additional ROW.
3. Verify street cross section to meet City of Pharr standards.

EASEMENTS: 1. Provide 15' City of Pharr Exclusive easement between lots 16 & 17.
2. Show all existing easements.

FIRE PROTECTION: 1. See attach comments.

WATER: 1. See attach comments.

SEWER: 1. See attach comments.

DRAINAGE: 1. Add standard stormwater detention note and modify it to specify off-site detention by ditch widening.

OTHER: 1. On lots 93 & 78, add dimension line.
2. Lot 49, where will the garage entrance be? Specify entrance on plat note
3. Add to plat note and specify, type of fence, height and who will maintain it.
4. Added sheets from Carmel subdivision verify.
5. Add plat note: Owners to maintain ROW and perimeter of subdivision.
6. Remove gates between lots 10 and 11.
7. Reimbursement must be paid for sewer line improvements (322.40/acre) (23.36acres)= \$ 7,531.26.
8. Subdivision will be recorded in accordance to section 118-207 of the City of Pharr's Subdivision Ordinance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Brentwood Estates Subdivision.



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



Subdivision: Brentwood Subdivision Staff Review

Reviewed By: Jacob Salinas Fire Marshal ^{9.8} Date: January 20, 2018

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

Additional Comments:

☒ Have the proposed 8-inch waterline connect into the existing 12-inch waterline found at HEB Pharr Subdivision, and provided approved street names.

➤ Fire hydrants shall be installed at a maximum of 600ft intervals in all residential areas. One additional fire hydrant will be needed.

PRELIMINARY PLAT REVIEW FOR: *BRENTWOOD ESTATES SUBDIVISION*

COMMENTS: Initials: J.V. / O.D.L. / R. B FEBRUARY 1, 2018

WATER:

- Will need 2 Valves on lot #74 (Detail A)
- Will need water service for lot # 1
- Will Need valve on lot #86 (Detail B)
- Will need to show details to Distribution connections on Ridge Rd.
- Will need water Valve in main line on Ridge Rd. for isolation purposes (Detail C)
- Will need 2 water valves to be on main line to lot #85 (Detail D)
- Water valves to be on main line for fire hydrants (Detail E)
- Follow City of Pharr Construction Standards Manual

SEWER:

- No connection to Multifamily Subdivision
(Lot #1 Brentwood Subd to Lot #10 Carmel Subd)
- Will need sewer service to lot #53
- Why do M/H end on lot #35 & 36
- Follow City of Pharr Construction Standards Manual

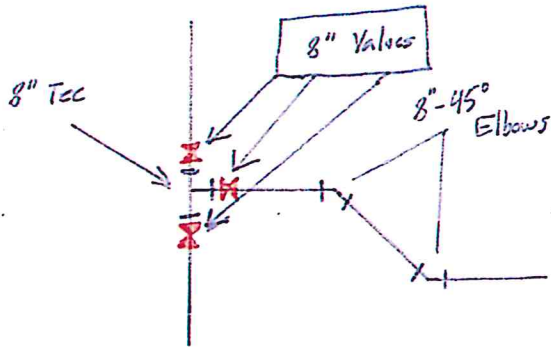
Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply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

Print Name: _____

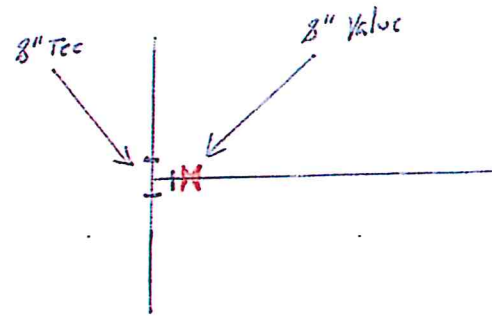
Signature: _____

Date: _____

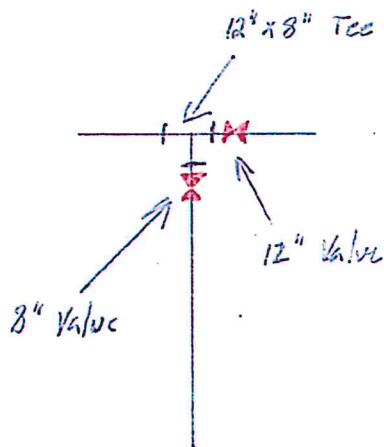
DETAIL A Lot # 74



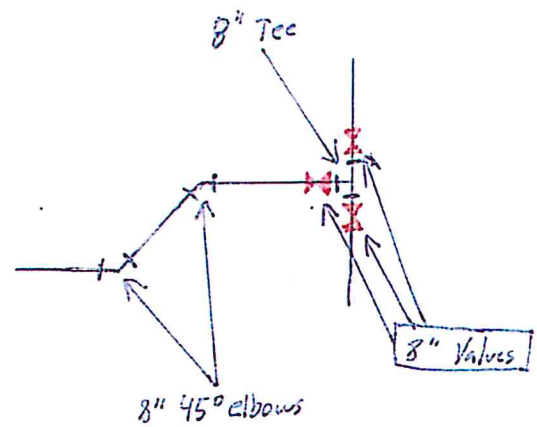
DETAIL B Lot # 86



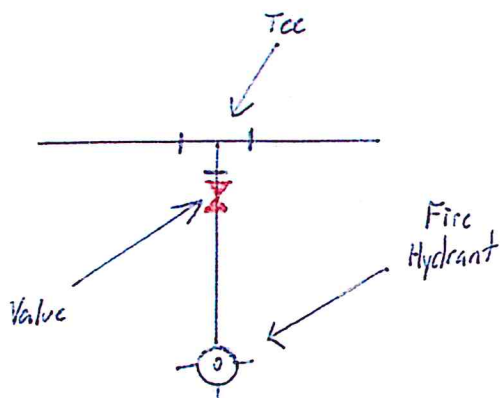
DETAIL C Ridge Rd.



DETAIL D Lot # 85



DETAIL E Hydrant Detail

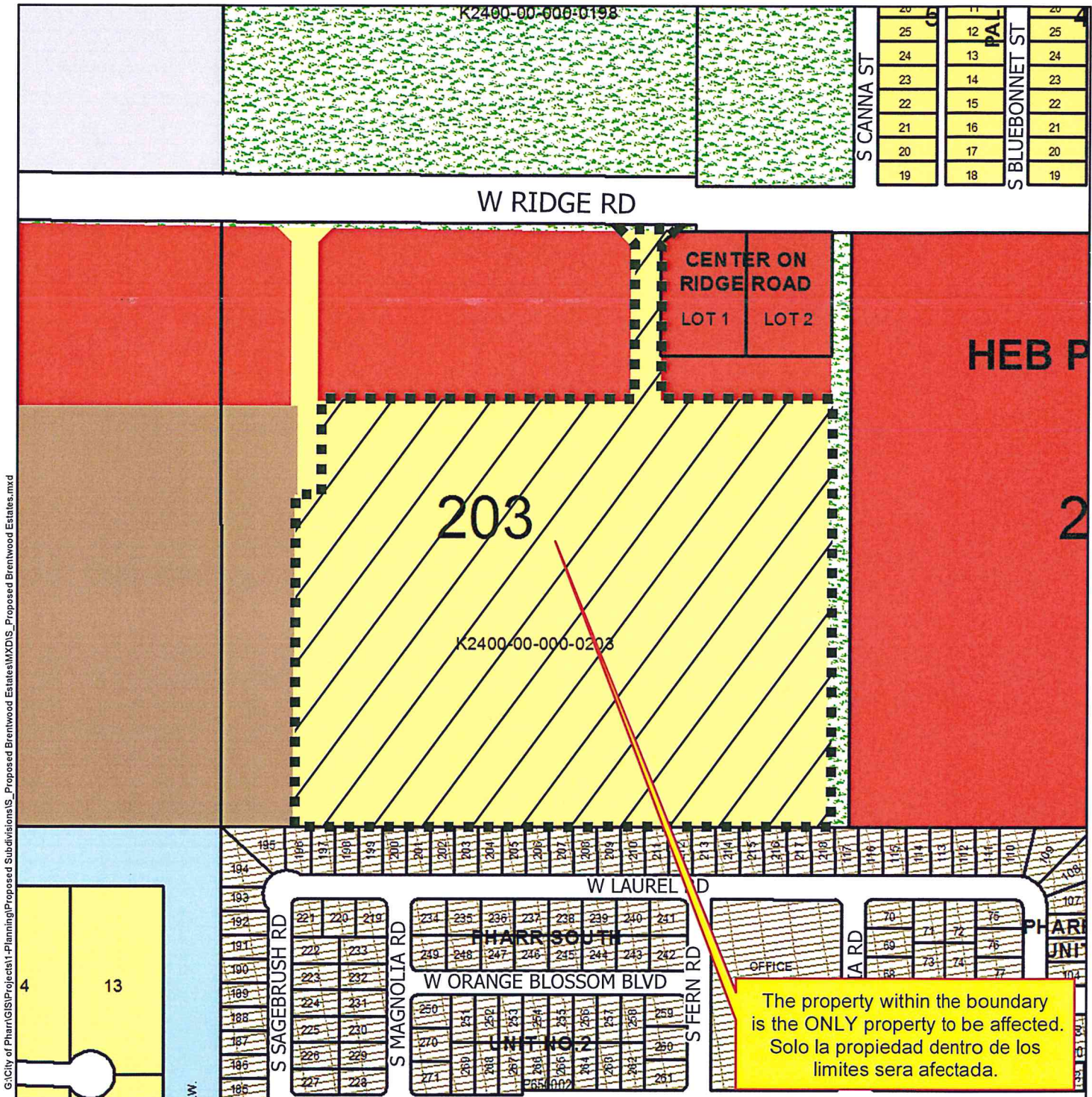


BRENTWOOD

ESTATES

1-30-2018

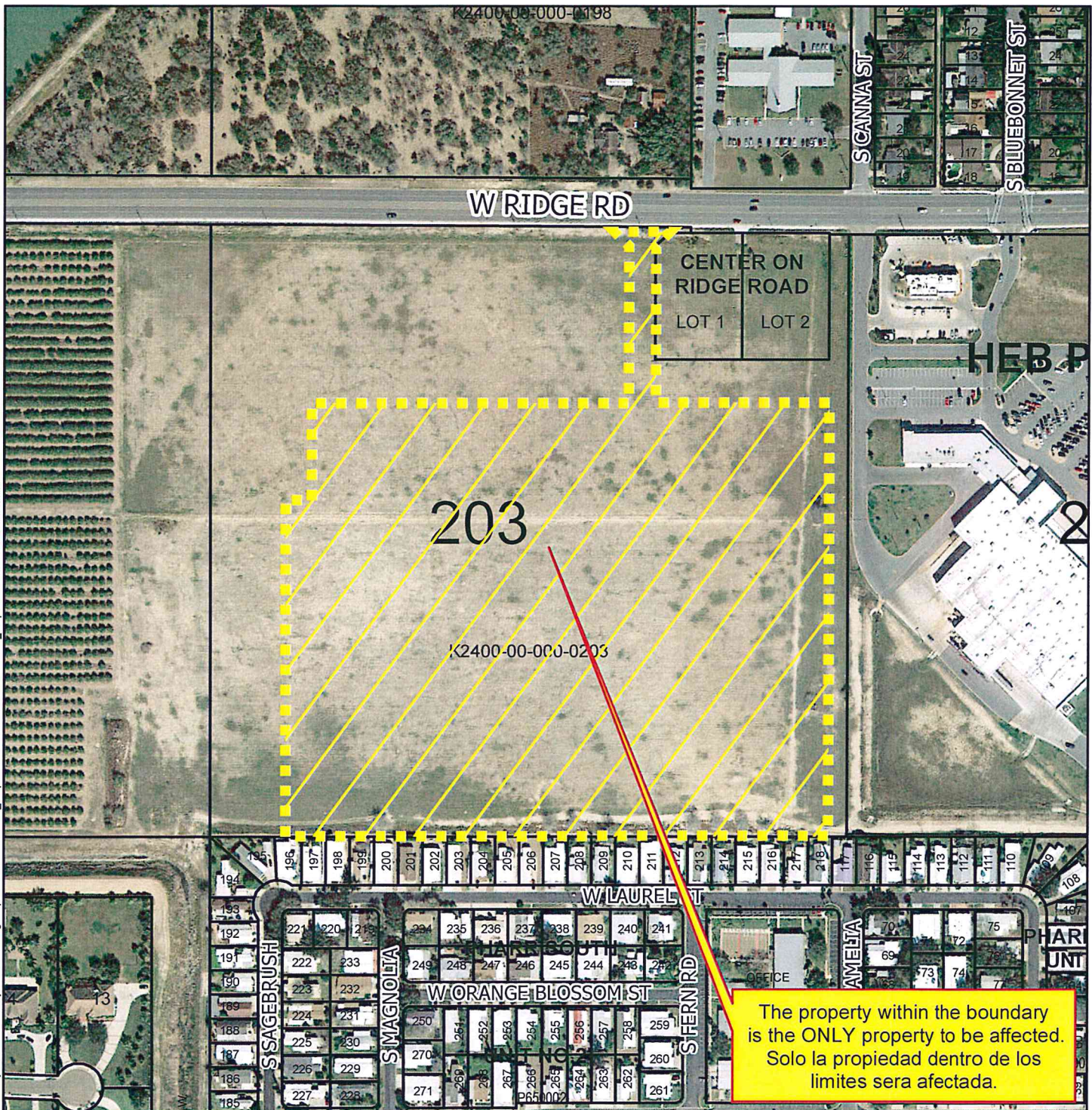
Revised 2-1-2018



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

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

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\Brentwood Estates\MXD\IS_Proposed Brentwood Estates.mxd





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.2.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Carmel Estates Subdivision. The property is legally described as being a 28.27 acre tract of land out of Lots 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Ridge Road. **SUB#180102**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Carmel Estates Subdivision. **SUB#180102**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Carmel Estates Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Estates Subdivision.

Alternatives:

ROUTING:

Nydia Mata

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 5/15/2019

Approved - 5/16/2019

Approved - 5/16/2019

Final Approval - 5/20/2019



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CARMEL ESTATES SUBDIVISION FILE NO. SUB#180102

GENERAL INFORMATION:

APPLICANT: Quintanilla, Headley and Associates, Inc., representing Eduardo Cantu, Vice President of Esponjas Development, LTD., is requesting final plat approval of the proposed Carmel Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 28.27 acre tract of land out of Lots 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1000 Block of West Ridge Road.

ZONING: The property is currently zoned Medium Density Multifamily Residential District (R-3). The adjacent zones are Agricultural and/or Open Space District (A-O), High Density Multi-Family District (R-4) and General Business District (C) to the north, Single Family Residential District (R-1) and General Business District (C) to the east, Single Family Residential District (R-1) and Mobile Home District (R-MH) to the south and High Density Multi-Family District (R-4) and Agricultural and/or Open Space District (A-O) to the west. The property is designated for multi-family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Multi-family use.

VARIANCES:

None requested.

RECOMMENDATIONS:

Development Services recommends final plat approval of the proposed Carmel Estates Subdivision subject to the following conditions:

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

1. Provide street lighting plan spacing shall be at 250' max.
2. Show existing R.O.W., on W. Ridge Rd., if the total R.O.W. is less than 100' will need to provide additional ROW.
3. Type 3 barricades to be included at street offset.
4. End street in front of lot 18, at the ROW line for the HCDD No. 1.
5. Verify street cross section to meet City of Pharr standards.

EASEMENTS:

1. Show all existing easements.
2. Utility easements shall be 15' exclusive to the City of Pharr.
3. Show any gas easements for gas well if any, any gas lines locations that run through the property.

**SIDEWALK:
ADA:**

1. Modify plat note #11, A 6 ft. sidewalk with ADA ramps and landings along W. Ridge Rd. will be constructed by the developer at subdivision construction stage.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. See attach comments.

SEWER:

1. See attach comments.

DRAINAGE:

1. Verify the call out name for drain ditch south and west of property.
2. Add standard stormwater detention note and modify it to specify off-site detention by ditch widening.

OTHER:

1. Add a plat note and specify, type of fence, height and who will maintain it.
2. Add plat note: Owners to maintain ROW and perimeter of subdivision.
3. Remove gate between Lot 1.
4. Reimbursement must be paid for sewer line improvements (322.40/acre) (28.27 acres) = \$9,114.25.
5. Subdivision will be recorded in accordance to section 118-207 of the City of Pharr's Subdivision Ordinance.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Estates Subdivision.



Pharr Fire – Rescue

118 S Cage Blvd., 3rd Floor

Pharr, Texas 78577

Tel: (956) 402-4400 Fax: (956) 475-3433



Subdivision: Carmel Subdivision Plat Review

Reviewed By: Jacob Salinas Fire Marshal 7.8 Date: January 30, 2018

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

Additional Comments:

☒ Have the proposed 8-inch waterline running with a flush valve extend found by Lot 30 and 31 connect into the existing 8-inch waterline found at The Garden Ridge Subdivision, and provided approved street names.

PRELIMINARY PLAT REVIEW FOR: *CARMEL ESTATES SUBDIVISION*

COMMENTS: Initials: J.V. / O.D.L. / R. B FEBRUARY 1, 2018

WATER:

- Exclusive to the City of Pharr Utility Easements need to be 15'
- All water valves need to be on Main Line for lots # 39,62,50,51
- (Detail A), (Detail B), (Detail C), (Detail D)
- On lot 's #58,59,66,67 will need to have line connections to be straight (Detail E)
- All valves to fire hydrants need to be on main line (Detail F)
- On Lot #67 will need water valve on the North side of the Tee (Detail G)
- On lot #43 will need water valve on the E. Side of the Tee (Detail H)
- Will need to connect water line from lot 30 to Brook Ridge Subdivision
- Need to provide water service details for all lots
- Follow City of Pharr Construction Standards Manual

SEWER:

- Exclusive to the city of Pharr Utility Easements need to be 15'
- Sewer main line to be 8" SDR 26
- Recommendation to redirect flow from los#7,8,9,10 to flow to the W.
- Sewer line not to connect to Brentwood Subdivision
- Will need sewer services for lot's #8 & 9
- Need to correct wording from 16" casing on lot #42
- Follow City of Pharr Construction Standards Manual

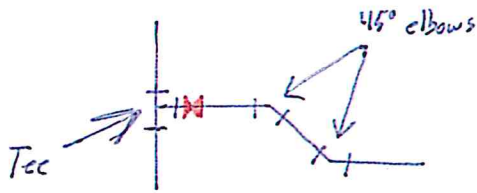
Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply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

Print Name: _____

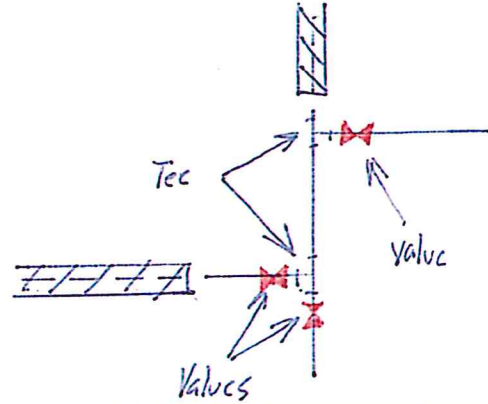
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Date: _____

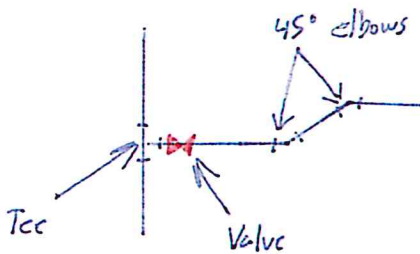
DETAIL A Lot # 39



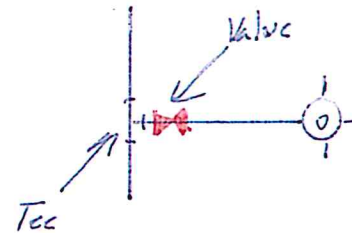
DETAIL E Lots # 58, 59, 66 + 67



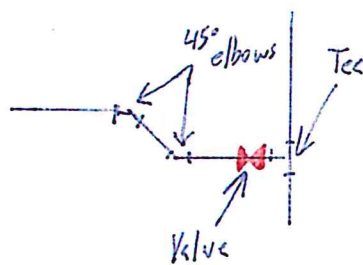
DETAIL B Lot # 62



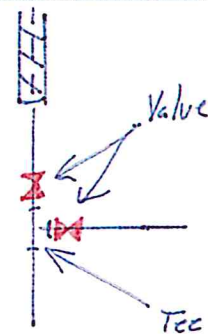
DETAIL F Fire Hydrant Detail



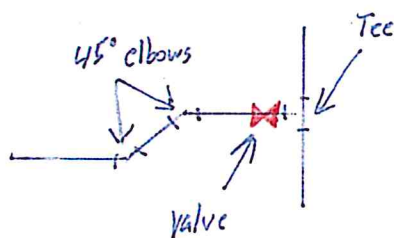
DETAIL C Lot # 51



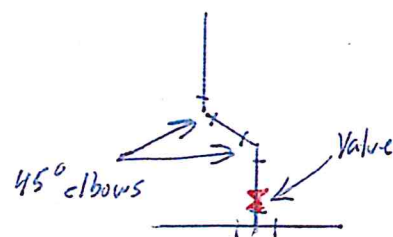
DETAIL G Lot # 67



DETAIL D Lot # 50



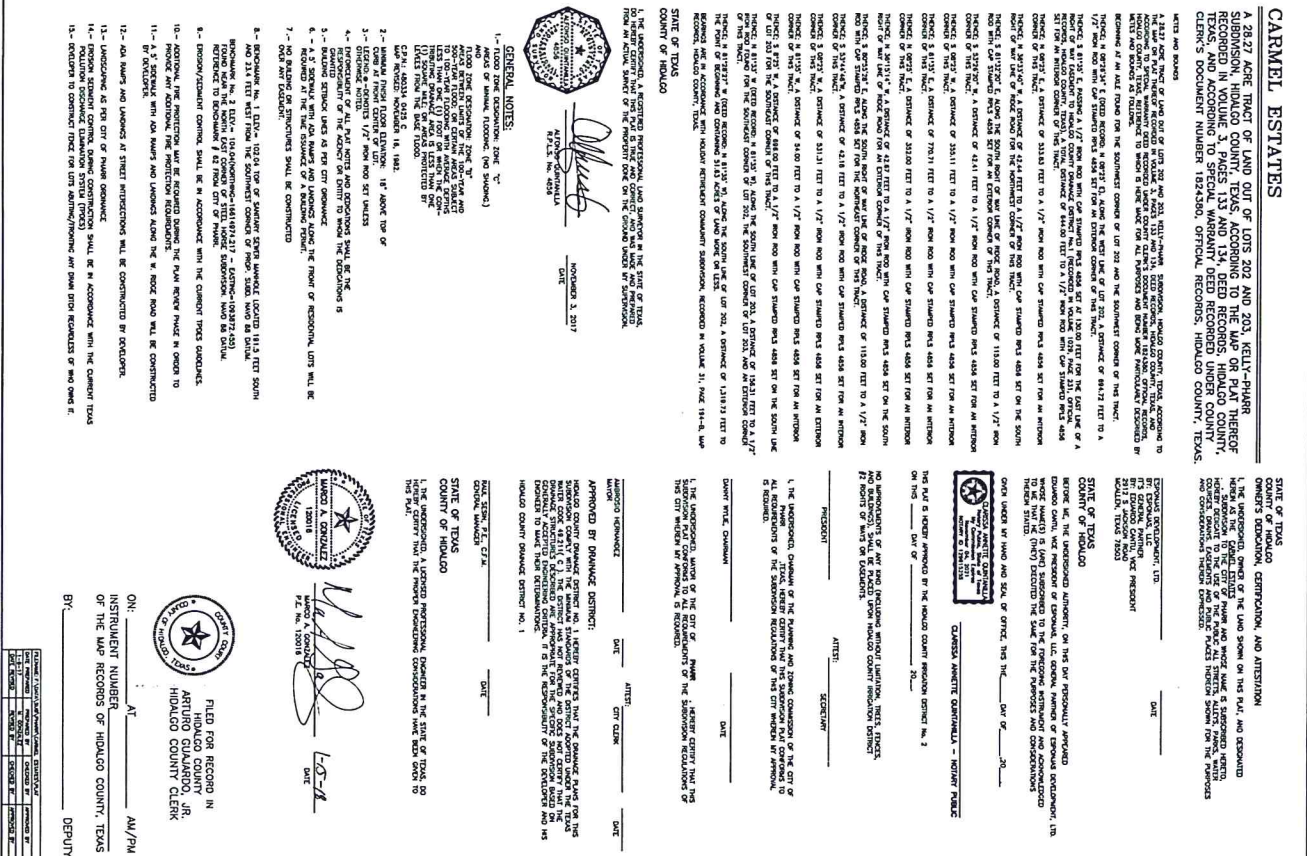
DETAIL H Lot # 43

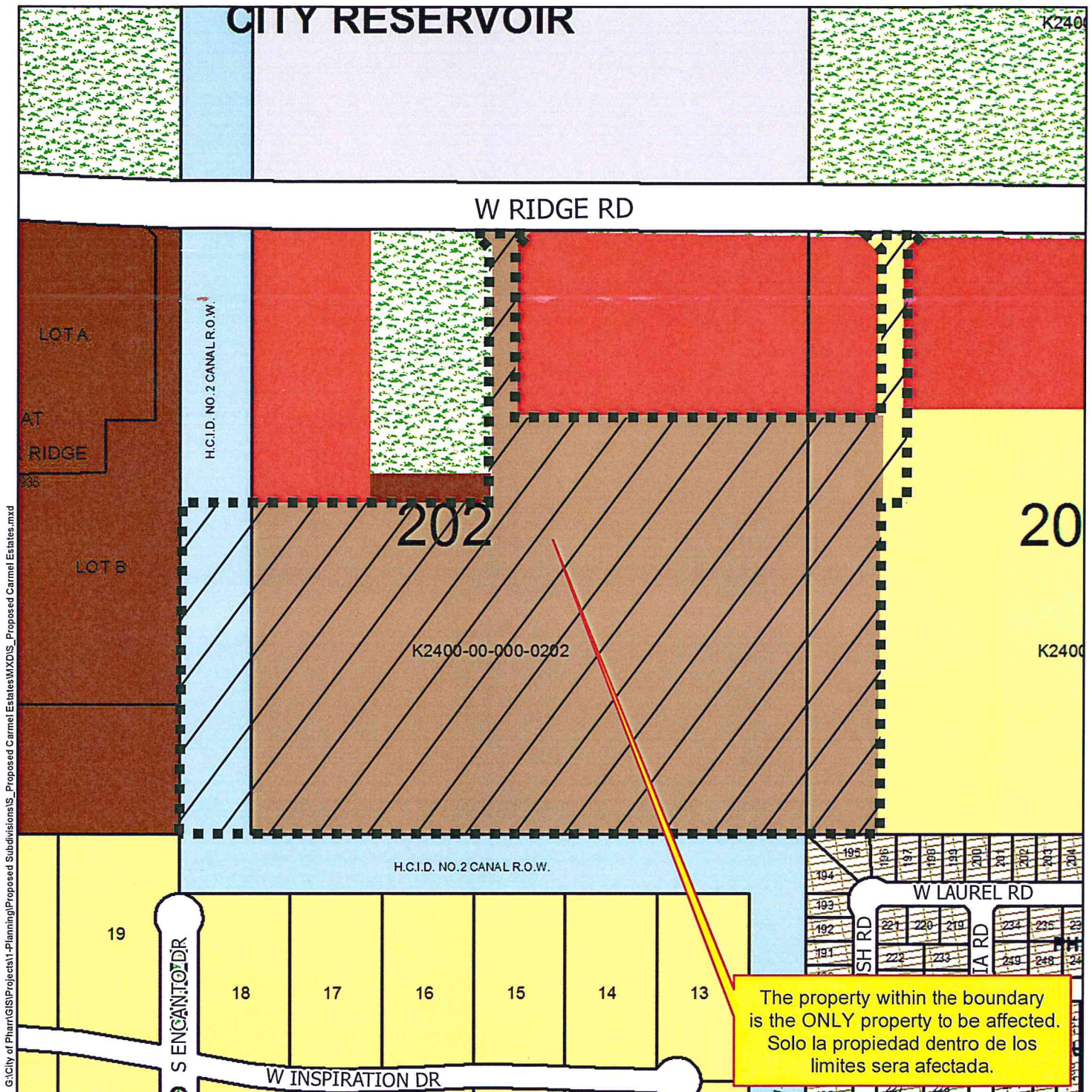


Revised 2-1-2018

CHARMEI CURRY

1-30-2018





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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.3.

DATE SUBMITTED: May 15, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt Inc., representing Jose M. Flores Gonzalez, Managing Member for Tancitaro's Finest Fruit and FLMU properties, LLC, A Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed Tancitaro's Finest Fruit subdivision. The property is legally described as being a 7.555 acres consisting of 5.893 acres being all of Lot B, Re-Subdivision of Lots 4, 5, 6 and 7 P.E.D.C #1 Subdivision Amended and 1.662 acres being out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800 Block of West Bona Terra Drive. **SUB#190309**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Melden & Hunt Inc., representing Jose M. Flores Gonzalez, Managing Member for Tancitaro's Finest Fruit and FLMU properties, LLC, A Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed Tancitaro's Finest Fruit subdivision. **SUB#190309**

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Tancitaro's Finest Fruit Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Tancitaro's Finest Fruit Subdivision.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 5/15/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/20/2019



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: TANCITARO'S FINEST FRUIT SUBDIVISION FILE NO. SUB#190309
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Jose M. Flores Gonzalez, Managing Member for Tancitaro's Finest Fruit and FLMU properties, LLC, A Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed Tancitaro's Finest Fruit subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 7.555 acres consisting of 5.893 acres being all of Lot B, Re-Subdivision of Lots 4, 5, 6 and 7 P.E.D.C #1 Subdivision Amended and 1.662 acres being out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 800 Block of West Bona Terra Drive.

ZONING: The property is currently zoned Limited Industrial District (L-I) and Agricultural Open Space District (A-O). The adjacent zones are Limited Industrial District (L-I) to the north, Agricultural Open Space District (A-O) to the south, Planned Unit Development District (PUD) to the east and Limited Industrial District (L-I) and Agricultural Open Space District (A-O) to the west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Existing warehouse.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Tancitaro's Finest Fruit Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. Need to show the fee simple R.O.W., 13' & to be resolved with HCID 2.

**SIDEWALK:
ADA:** 1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION: 1. See attach comments.

WATER: 1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER: 1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE: 1. Drainage plan to be reviewed and approved at building permit stage.
2. Drainage report to be reviewed and approved by H.C.D.D. No. 1.

OTHER: 1. Need surveyor signature on plat.
2. Remove plat note #14.
3. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Tancitaro's Finest Fruit Subdivision.



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



Subdivision: TANCITARO'S FINEST FRUIT SUBDIVISION STAFF REVIEW COMMENTS

Reviewed By: Dago Soto, Asst. Fire Marshal Date: April 25, 2019

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

Additional Comments:

1. Call out the size of water mains
2. Call out Fire Pump Building

STAFF REVIEW FOR: *TANCITARO'S SUBDIVISION*

COMMENTS: Initials: J.V. / O.D.L. / R. B APRIL 24, 2019

WATER:

- OK
- Follow City of Pharr Construction Standards Manual

SEWER:

- OK
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____



SUBDIVISION REVIEW COMMENTS

City of Pharr • 118 S. Cage Blvd., 1st Floor • Pharr, TX 78577 • 956.402.4221

SUBDIVISION: Tancitaros's Finest Fruit
Subdivision

DATE: April 23, 2019

REVIEW: Preliminary (plans dated: 04-12-2019)

PLAT
1. Add Note--- Owners to maintain detention/retention area.

SITE PLAN

DRAINAGE
1. Drainage plan to be reviewed and approved at building permit stage.
2. Drainage report to be reviewed and approved by H.C.D.D. No. 1

ADDITIONAL COMMENTS

SUBDIVISION: Tancitaro's Finest Fruit
Subdivision

DATE: 4/23/19

Residential/Commercial: __7.55__ acres

Staff Review:

Plat Notes:

- 5' sidewalk with A.D.A. ramps and landings will be required to be constructed during construction permit phase along any street. Unless otherwise stated. **NOTE ON PLAT**
- Owners are to maintain detention/retention areas. **NOTE ON PLAT**

General Notes:

- All drainage construction shall comply with City of Pharr Standards.
- A drainage report is required for all new subdivisions and/or development(s).
- Storm water detention measures shall be designed and constructed for all new subdivisions and or developments.
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre Construction Meeting.
- Need S.W.P.P.P. USB for review, 3 for finalization.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage.

- Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
- Approved drainage report.
- Storm Drain plans and details.
- Erosion and sediment control plan.

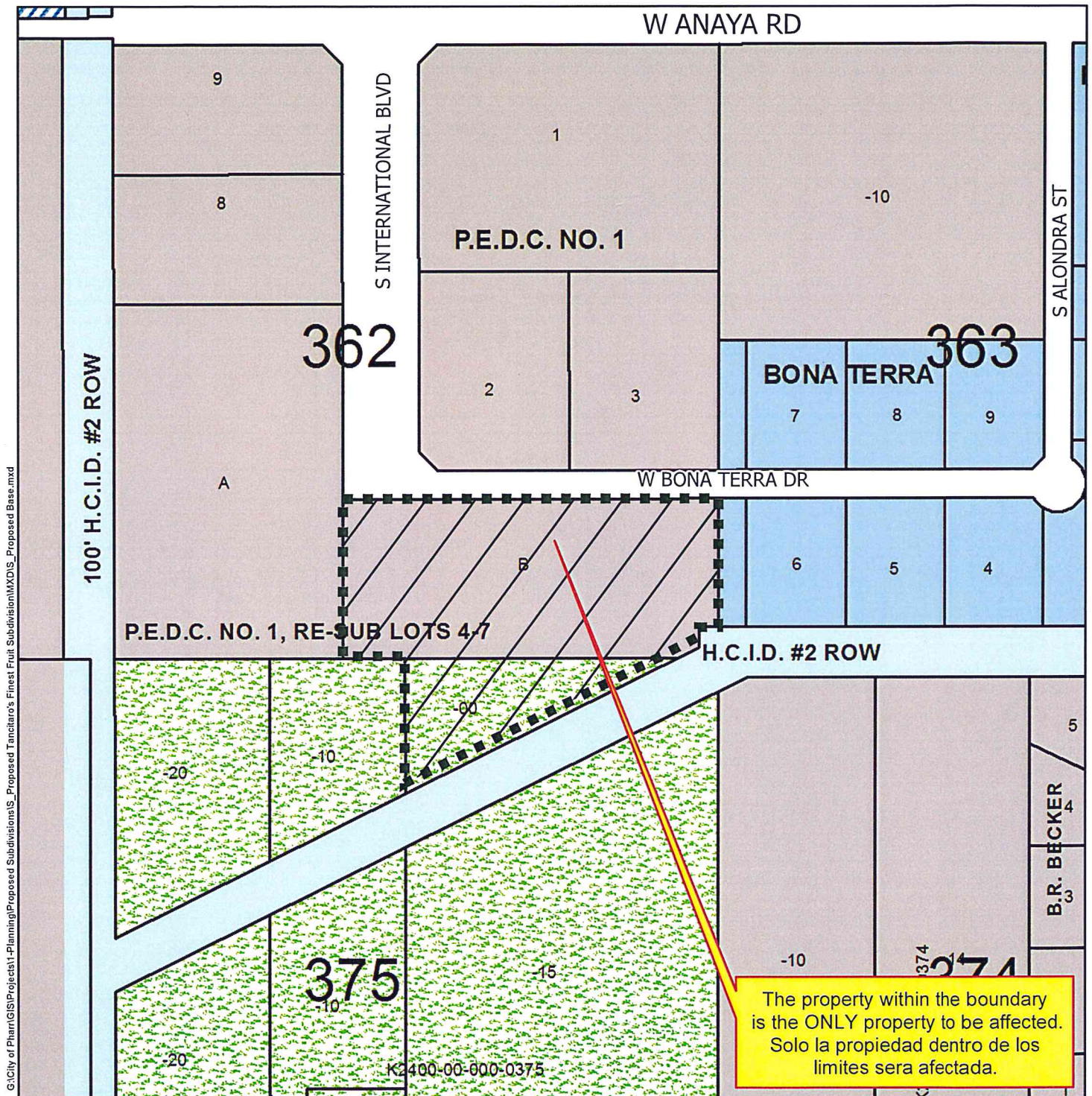
Eddie Martinez

From: Javier <jl_hcid2@att.net>
Sent: Wednesday, April 24, 2019 4:16 PM
To: Eddie Martinez
Subject: TANCITAROS

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

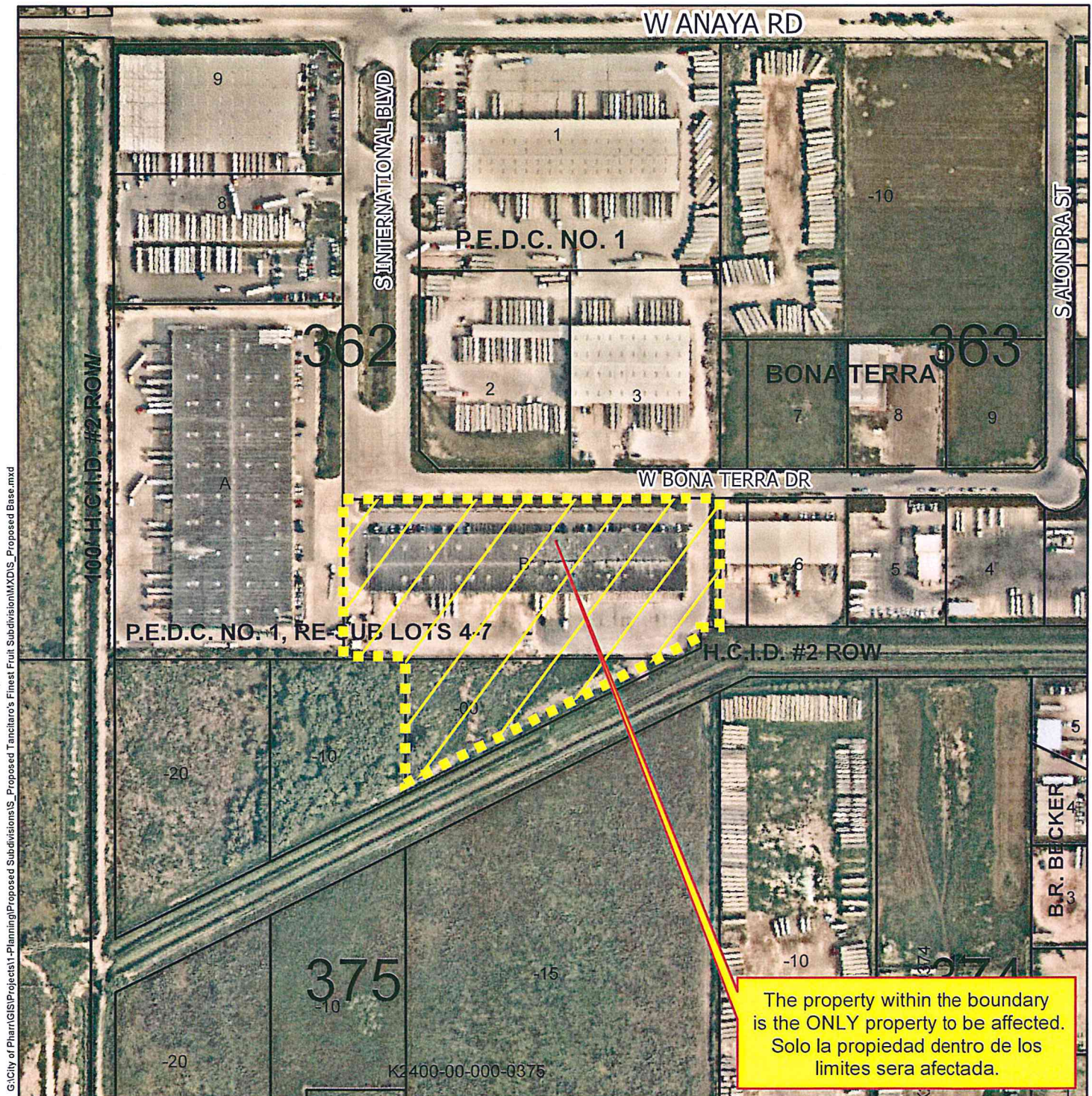
The District owns a 13' strip of land going North and South on the west side of the city's easement.
60' R.O.W. Document # 1305677 S.W.D.
Blanket V 26 P 234
Need a POC of lot 375 kp

Javier Lopez
Water Operations Superintendent
Hidalgo County Irrigation District No. Two
P.O. Box 6
San Juan, TX 78589
Phone: 956-787-1422
Email: jl_hcid2@att.net
Web: hcid2.org



G:\City of Pharr\GIS\Projects\Proposed Subdivisions\Tancitaro's Finest Fruit Subdivision\MXDS_Proposed Base.mxd





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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-41 relating to the number of authorized civil service positions within the Fire and Police Department. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: No changes on the Police Department authorized strength.

Changes in the Fire Department authorized strength:

Rank of Engineer has been increased by 1, new total is 18.

Issue: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service positions in certain specified ranks to be in compliance with Fire CBA and better serve the needs of the citizens of Pharr.

Financial Consideration: Difference in base pay is \$10,800.00 plus benefits.

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 5/14/2019

Anali Alanis

Approved - 5/14/2019

Patricia Rigney

Approved - 5/15/2019

Karla Moya

Approved - 5/17/2019

City Management Office

Final Approval - 5/20/2019

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2018 -41 OF
THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

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

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	113	0	113
Sergeant	16	0	16
Lieutenant	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	32	0	32
Engineer	17	1	18
Lieutenant/Asst. Fire Marshal	14	0	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

3) any vacancies created are to be filled by civil service procedures;

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of May, 2019.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

**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
_____, 2019.**

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Appendix A, Zoning Ordinance. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City finds that oversized storage units under applicable residential zoning districts, should be listed as a permitted use, so long as the design requirements comply with city guidelines and requirements.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 5/17/2019
Approved - 5/17/2019
Approved - 5/17/2019
Approved - 5/20/2019
Final Approval - 5/20/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE II, TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FORGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance;

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, Article XI, Section 5, and Texas Local Government Code, Section 51.072, the City, as a home-rule municipality, has full power of local self-government; and

WHEREAS, the City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate self-storage facilities.

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

SECTION 1 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11. B(6) IS AMENDED AS FOLLOWS: 6. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 2 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11. C(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

- ~~7.~~ **6.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.
- ~~8.~~ **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.
- ~~9.~~ **8.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 3 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11.1 B(6) IS AMENDED AS FOLLOWS: ~~6. Detached accessory uses, Portable buildings or storage buildings not larger than 120 square feet of floor area and ten feet in height. used as an accessory to the residential use and not for living quarters.~~

SECTION 4 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11.1 C(3) IS AMENDED AS FOLLOWS: ~~3. Detached accessory uses, portable buildings or storage buildings larger than 120 square feet and ten feet in height used as an accessory to the residential use (excluding carports).~~

- ~~4.~~ **3.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.
- ~~5.~~ **4.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered and landscaped.

SECTION 5 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.12. B(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage buildings not larger than 120 square feet of floor area and ten feet in height. used as an accessory to the residential use and not for living quarters.~~

SECTION 6 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.12 C(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

- ~~7.~~ **6.** Facilities for railroads or those utilities holding a franchise under the city.
- ~~8.~~ **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.
- ~~9.~~ **8.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 7 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.13. B(7) IS AMENDED AS FOLLOWS: 7. Portable **buildings** or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ **used as an accessory to the residential use and not for living quarters.**

SECTION 8 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.13 C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

8. **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.

9. **8.** Real estate sales offices and on-site construction offices for more than two years or occupying mobile homes.

SECTION 9 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.14. B(9) IS AMENDED AS FOLLOWS: 9. Portable **buildings** or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ **used as an accessory to the residential use and not for living quarters.**

SECTION 10 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.14 C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

8. **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.

9. **8.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 11 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.15. B(9) IS AMENDED AS FOLLOWS: 9. ~~Storage buildings including portable buildings not larger than 120 square feet of floor area and ten feet in height, and accessory buildings.~~ **Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.**

SECTION 12 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.15. C(8) IS AMENDED AS FOLLOWS: ~~8. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

9. **8.** Paved parking facilities for nonresidential uses.

~~10.~~ **9.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 13 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.16. B(9) IS AMENDED AS FOLLOWS: ~~9. Storage buildings including portable buildings not larger than 120 square feet of floor area and ten feet in height, and accessory buildings.~~ Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.

SECTION 14 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.16. C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~8.~~ **7.** Paved parking facilities for nonresidential uses.

~~9.~~ **8.** One zero lot line or patio home per lot.

~~10.~~ **9.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 15 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. SUBDIVISIONS: A(4) IS AMENDED AS FOLLOWS: 4. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 16 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. SUBDIVISIONS: B(4) IS AMENDED AS FOLLOWS: ~~4. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~5.~~ **4.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.

~~6.~~ **5.** Paved parking facilities for nonresidential uses.

~~7.~~ **6.** A paved storage area for unoccupied recreational vehicles and equipment, such as boats and canoes, which must have a fence and a buffer as defined to separate and protect adjacent residential uses.

~~8.~~ **7.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 17 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: A(2) IS AMENDED AS FOLLOWS: 2. ~~One Portable building or storage building up to 120 square feet of floor area and ten feet in height, per lot used as an accessory to the use for residential uses. and not for living quarters.~~

SECTION 18 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: B(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~8.~~ 7. Paved parking facilities for nonresidential uses.

~~9.~~ 8. Temporary construction offices for more than two years.

SECTION 19 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.19. R-HCMH SUBDIVISIONS: A(5) IS AMENDED AS FOLLOWS: 5. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 20 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. R-HCMH SUBDIVISIONS: B(4) IS AMENDED AS FOLLOWS: ~~7. Portable buildings and storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~5.~~ 4. Facilities for railroads or those utilities holding a franchise under the City of Pharr.

~~6.~~ 5. Paved parking facilities for nonresidential uses.

~~7.~~ 6. A paved storage area for unoccupied recreational vehicles and equipment, such as boats and canoes, which must have a fence and a buffer as defined to separate and protect adjacent residential uses.

~~8.~~ 7. Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 21 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.19. PARKS: A(2) IS AMENDED AS FOLLOWS: 2. One portable building or storage building up to 120 square feet of floor area and ten feet in height, used per lot as an accessory use to the for residential uses and not for living quarters.

SECTION 22 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: B(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height.~~

~~8.~~ **7.** Paved parking facilities for nonresidential uses.

~~9.~~ **8.** Temporary construction offices for more than two years.

SECTION 23: APPENDIX A, ZONING, ARTICLE II, SEC. 1.25. B(2) IS AMENDED AS FOLLOWS: 2. Any retail businesses, personal services, professional services, business services conducted within a completely enclosed building, except the following: lumberyards or contractor yards, farm equipment or other heavy equipment sales or services, farm products warehousing and storage or stockyards, general warehousing or storage. ~~Household goods warehousing and storage in individually rented storage units is permitted.~~

SECTION 24: APPENDIX A, ZONING, ARTICLE II, SEC. 1.25. C IS AMENDED BY ADDING AS FOLLOWS: **3. Household goods warehousing and storage in individually rented storage units (see Chapter 26, Article XI “Self-Storage or Mini-Warehouse Facilities”).**

SECTION 25: APPENDIX A, ZONING, ARTICLE III, SEC. 1.48 CONDITIONS OF CONDITIONAL USE (D) IS AMENDED AS FOLLOWS: D. [Existing railroads and private utilities:] Existing railroads and private utilities, including telephone service, may continue to be operated and maintained in residential and commercial districts, ~~but~~ **No new railroad, or utility structures or electrical substations** other than the usual poles, wires, underground utilities and lift stations shall be established in such district without a special use permit. **Such uses shall be deemed as a permitted use under applicable industrial zones. A masonry wall shall be required as a buffer surrounding the property.**

SECTION 26: PENALTY; ENFORCEMENT

- A)** Any person, firm, corporation, association or partnership violating any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$750.00 nor more than \$2,500.00 and every day such violation continues shall constitute a separate offense. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

- B)** Should any person or business violate the prohibitions contained herein, or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

SECTION 27: APPEALS

Appeal of a decision of the Planning and Zoning Commission shall be in accordance with Article XII, section 1.92, Subsection B4, of the City of Pharr Code of Ordinances.

SECTION 28: SEVERABILITY CLAUSE

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

SECTION 29: SAVINGS CLAUSE

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

SECTION 30: EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 31: REPEALER CLAUSE:

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

SECTION 32: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: May 7, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution authorizing submission of grant application for Operation Stone Garden. (Grant #3173104)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and Office of the Governor

What: Resolution for submission of the grant application for Operation Stonegarden Grant program (OPSG-2018).

When: The grant will be operated for the fiscal year 04/01/2019 to 02/29/2020

Where: Pharr, TX

Why: To support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations.

Financial Consideration: The grant will provide a total of \$ 300,000.00
\$ 155,871.76 will be for personnel OT
\$ 144,128.24 will be for equipment

Staff Recommendation: I recommend approval

Alternatives: Alternative is to approve resolution.

ROUTING:

Jose Luengo
Raul Garza
Karla Moya
City Management Office

Created/Initiated - 5/7/2019
Approved - 5/20/2019
New -

RESOLUTION NO. R—2019__

**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION STONEGARDEN GRANT PROGRAM (2018 OPSG
APPLICATION)**

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of Pharr that the Operation Stonegarden Grant Program (OPSG-2018) be operated for the fiscal year 04-01-2019 to 02-29-2020;

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2018) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, Pharr Police Department agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full.

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

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approves submission of the grant application for the Operation Stonegarden Grant Program (OPSG-2018) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF MAY, 2019.

Grant Number: [3173104](#)

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the ____ day of May 2019, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the ____ day of May, 2019, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Competitive Sealed Proposals/(Best Value) for the construction of the City of Pharr Aquatic Facility.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consultant is finalizing the Construction Documents for the City of Pharr Aquatic Facility and will be ready for the procurement phase and have recommended using the competitive sealed proposals/best value approach to select a contractor.

Financial Consideration: Architect's Estimate \$22-24M

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 5/17/2019

Omar Anzaldua

Approved - 5/17/2019

Patricia Rigney

Approved - 5/17/2019

Karla Moya

Approved - 5/20/2019

City Management Office

Final Approval - 5/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Discussion and possible action on conditions set forth by Planning and Zoning Commission relating to fencing requirements for AEP substations.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On April of 2017, the Planning and Zoning Commission voted to approve a Special Use Permit for the N. Cage/E. Minnesota substation, with the added condition that they would provide buffer fence and landscaping to the existing Polk Substation. As a result, AEP could not meet the additional conditions set forth due to ventilation issues that would occur with the substation. AEP presented a counter offer at the Planning and Zoning meeting of 5/13/19. Below is the recommendation from the PZ.

Financial Consideration:

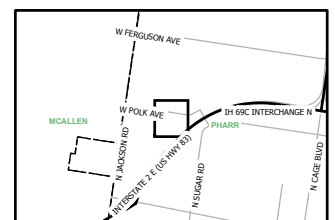
Staff Recommendation: The Planning and Zoning Commission voted unanimously to require the following specifications for fencing around the Polk Substation: 100% 8 foot block wall around the property: north, east, and west side; on the south side an open type chain link fence; any gate should be solid 8 foot gates.

Alternatives:

ROUTING:

Nydia Mata
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 5/17/2019
Approved - 5/17/2019
Approved - 5/17/2019
Approved - 5/20/2019
Final Approval - 5/20/2019





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: May 8, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on the purchase of three (3) 2019 unmarked Chevrolet Traverse Vehicles utilizing the Tarrant County CO-OP # 2019-014 contract. (Project #1819-01-512-P018-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department

What : Purchase of three unmarked vehicles for the Criminal Investigation Division.

Where: Tarrant, County

When: May 20, 2019

Why: Purchase is needed to replace older units.

Financial Consideration: Capital Outlay Budget 84,000 for the purchase of (2) unmarked sedans and (1) marked sedan. The current purchase for the three (3) vehicles will be \$ 75,390.29.

Staff Recommendation: Staff recommends approval of a Purchase Contract to Holiday Chevrolet through the Tarrant County Cooperative Contract in the amount of \$75,390.29.

Alternatives: Alternative is to not approve purchase.

ROUTING:

Jose Luengo
Veronica Gutierrez
Karla Moya
City Management Office

Created/Initiated - 5/8/2019
Approved - 5/15/2019
Approved - 5/15/2019
Final Approval - 5/20/2019

**Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)**

1009 Highway 82 W
Whitesboro, TX 76273

Date	5/1/2019
Estimate By	Greg Hernandez gerg@defendersupply.com 956-343-6718



Bill To
Pharr PD TX Chief Joe Luengo 1900 S Cage Blvd Pharr TX 956-827-3741

Customer Contact	Joel Robles
Customer Phone	(956) 283-9372
Customer E-mail	joel.robles@pd.pharr-tx....
Estimate #	25193

Traverse FWD
Vehicle Base Color - Black

Description	Location	Qty.	Ext. Price
Tarrant County Contract 2019-014			
2019 Chevrolet Traverse (1NG56) FWD 4Dr, GB8 Mosaic Black Betallic, 1L0 LS Preferred Equipment includes STD Equipment; Keyless Entry, Keyless Start Push Button, Cruise Control,etc , 5CY Tires All Season STD, FE9 Federal Emissions Requirements, FX6 Axle 3.87 Ratio, H1T Medium Ash Gray Premium Cloth Trim, IOA Chevrolet Auto System, LFY 3.6L V6 SIDI Engine, M3V 9- Speed Automatic Transmission, RSB 17" Wheels Aluminum, VK3 Front License Plate Mounting Kit,		3	74,214.29
2 Year Texas State Inspection Certificate		3	21.00T
Vehicle Dealer Prep		3	165.00T
Delivery to Department Texas Government or Municipality - No Sales Tax		3	990.00T 0.00

Final sale amount may be subject to state and local sales tax.
PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipme...	\$75,390.29
---	--------------------

SIGNATURE _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: May 8, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on the purchase of Police Equipment to outfit new police units. (Project #1819-01-512-P019-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department

What: Purchase of police equipment to outfit new fleet

When: May, 20 2019

Where: The purchase will be done through CHIEF SUPPLY

Why: Equipment is needed to equip the new Chevy Tahoes with police accessories.

Financial Consideration: Capital outlay budget for police equipment is \$ 195,000.00
The current purchase will be
\$ 72,100.00.

Staff Recommendation: Staff recommends approval of a Purchase Contract to Chief Supply from Charlotte, NC in the amount of \$72,100.00.

Alternatives: Alternative is to not approve the purchase.

ROUTING:

Jose Luengo
Veronica Gutierrez

Created/Initiated - 5/8/2019
Approved - 5/16/2019

Karla Moya
City Management Office

Approved - 5/17/2019
Final Approval - 5/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: May 8, 2019

MEETING DATE: May 23, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on the purchase of Ten (10) Panasonic Mobile Data Terminals (MDT) for Pharr Police Department from Turn Key Mobile utilizing co-op DIR-TSO-4025 contract. (Project #1819-01-512-P017-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department

What: Purchase of Ten (10) Panasonic Mobile Data Terminals (MDT)

When: May 20, 2019

Where: Pharr , TX

Why: The equipment is needed to outfit the new PD fleet units.

Financial Consideration: Capital outlay budget for police equipment is \$ 195,000.00. This purchase will be \$ 50,370.00.

Staff Recommendation: Staff recommends award of Purchase Contract, through the DIR, to Turn-Key Mobile, Inc. from Jefferson City, MO in the amount of \$50,370.00.

Alternatives: Alternative is to not approve the purchase

ROUTING:

Jose Luengo
Veronica Gutierrez

Created/Initiated - 5/8/2019
Approved - 5/16/2019

Karla Moya
City Management Office

Approved - 5/17/2019
Final Approval - 5/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: May 17, 2019

MEETING DATE: May 23, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communica
tions

DIRECTOR:

Agenda Item: Consideration and action, if any, on the purchase of Pro QA call-taking software from Priority Dispatch. (Project #1819-39-510-S019-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As we continue to work toward our vision and goals, this software will allow us to take 9-1-1 calls using Emergency Medical Dispatch and Emergency Fire Dispatch

Financial Consideration: Purchase price is \$77,875.00

Staff Recommendation: Staff recommends approval of a Service Contract to Priority Dispatch in the amount of \$77,875.00.

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 5/17/2019

Daniel Ramirez

Approved - 5/17/2019

Veronica Gutierrez

Approved - 5/17/2019

Karla Moya

Approved - 5/20/2019

Patricia Rigney

Approved - 5/20/2019

City Management Office

New -

REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☐

PURCHASE & INSTALLATION ☒

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☒ SUPPLY ☐

TYPE/PRINT NAME: Daniel Ramirez

SIGNATURE: Daniel Ramirez

Digitally signed by Daniel Ramirez
Date: 2019.05.14 16:17:39 -05'00'

TITLE: Director Of Communications

DEPARTMENT: Communications

DATE: 05/14/2019

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

Emergency medical and emergency fire dispatch software

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 39-51000-8806-03 ESTIMATED COST: \$77,875

ACCOUNT NUMBER/PROJECT ID: ESTIMATED COST:

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: C/P Jerr es 2017

ACCOUNT NUMBER(S): 39-51000-8806-03

INCLUDE PROJ.ID(S):

AMOUNT: \$77,000

SIGNATURE: [Signature]

TITLE: Karla Moya, Finance Director

DATE: 5/15/19

RECEIVED
AT _____ O'CLOCK AM/PM

MAY 15 2019

CITY MANAGER'S OFFICE
BY: _____

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☒ SIGNATURE: [Signature]

DATE: 5/17/19

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Chris Murdock
Phone: (800) 363-9127
Email: chris.murdock@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms
Currency:

Pharr Fire Department
7956
Q-32219
5/14/2019
5/31/2019
Net 30
USD

Bill To:
Pharr Fire Department
1900 S Cage Blvd
Pharr, Texas 78577-3995
United States

Ship To:
Pharr Fire Department
1900 S Cage Blvd
Pharr, Texas 78577-3995
United States

Line	Product Name	Qty	Unit Price	Amount
2	XLerator Client Server Suite Client server software application suite	1	2,500.00	2,500.00
3	ProQA Medical Software Licenses Automated calltaking software	2	3,750.00	7,500.00
4	ProQA Medical Training Software Licenses Training, non-live calltaking software	1	1,875.00	1,875.00
5	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	1,750.00	1,750.00
6	MPDS Backup Cardset License Licensed manual protocol set for backup	2	495.00	990.00
7	ED-Q Training and Certification for EMD (Host) Materials, tuition and certification (2 days, 16 hours)	2	500.00	1,000.00
8	ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	1,500.00	3,000.00
9	AQUA Software Training 8-hour course	1	1,500.00	1,500.00
10	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	3	1,500.00	4,500.00
11	Implementation Support Package for EMD Implementation support and quality management program development	1	30,000.00	30,000.00
12	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	2,250.00	0.00
13	System Administration Training On-site training (up to 8 hours) for center management detailing program configuration and customization options	1	1,500.00	1,500.00
14	PDS ESP (M) System License Renewal, Service & Support	2	1,200.00	2,400.00
15	Shipping & Handling	1	0.00	0.00
16	ProQA Fire Software Licenses Automated calltaking software	2	3,750.00	7,500.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
17	AQUA Case Review Software for EFD Quality Assurance (case review) software base engine and discipline module	1	1,750.00	1,750.00
18	ED-Q Training and Certification for EFD (Host) Materials, tuition and certification (2 days, 16 hours)	2	500.00	1,000.00
19	ProQA Software Training for EFD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	1,500.00	3,000.00
20	Protocol Training and Certification for EFD (Host) Materials, tuition and certification	8	340.00	2,720.00
21	PDS ESP (F) System License Renewal, Service & Support	2	1,200.00	2,400.00
22	FPDS Backup Cardset License Licensed manual protocol set for backup	2	495.00	990.00

Discount	USD 2,250.00
Subtotal	USD 77,875.00
Estimated Tax	
Total	USD 77,875.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

1 May 2018

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.1, Police Priority Dispatch System version 6.0, and Fire Priority Dispatch System version 6.1
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.1 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 9) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 10) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 13) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
- 14) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 15) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Contracts Division
Director of Sales and Service
Director of Consulting
Director of Technical Support
Director of Software Development Group
Director of International Services
Manager of Research
Manager of Standards and Translation
Manager of Quality Assurance





QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Chris Murdock
Phone: (800) 363-9127
Email: chris.murdock@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms
Currency:

Pharr Fire Department
7956
Q-32219
5/14/2019
5/31/2019
Net 30
USD

Bill To:
Pharr Fire Department
1900 S Cage Blvd
Pharr, Texas 78577-3995
United States

Ship To:
Pharr Fire Department
1900 S Cage Blvd
Pharr, Texas 78577-3995
United States

Line	Product Name	Qty	Unit Price	Amount
2	XLerator Client Server Suite Client server software application suite	1	2,500.00	2,500.00
3	ProQA Medical Software Licenses Automated calltaking software	2	3,750.00	7,500.00
4	ProQA Medical Training Software Licenses Training, non-live calltaking software	1	1,875.00	1,875.00
5	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	1,750.00	1,750.00
6	MPDS Backup Cardset License Licensed manual protocol set for backup	2	495.00	990.00
7	ED-Q Training and Certification for EMD (Host) Materials, tuition and certification (2 days, 16 hours)	2	500.00	1,000.00
8	ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	1,500.00	3,000.00
9	AQUA Software Training 8-hour course	1	1,500.00	1,500.00
10	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	3	1,500.00	4,500.00
11	Implementation Support Package for EMD Implementation support and quality management program development	1	30,000.00	30,000.00
12	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	2,250.00	0.00
13	System Administration Training On-site training (up to 8 hours) for center management detailing program configuration and customization options	1	1,500.00	1,500.00
14	PDS ESP (M) System License Renewal, Service & Support	2	1,200.00	2,400.00
15	Shipping & Handling	1	0.00	0.00
16	ProQA Fire Software Licenses Automated calltaking software	2	3,750.00	7,500.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
17	AQUA Case Review Software for EFD Quality Assurance (case review) software base engine and discipline module	1	1,750.00	1,750.00
18	ED-Q Training and Certification for EFD (Host) Materials, tuition and certification (2 days, 16 hours)	2	500.00	1,000.00
19	ProQA Software Training for EFD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	1,500.00	3,000.00
20	Protocol Training and Certification for EFD (Host) Materials, tuition and certification	8	340.00	2,720.00
21	PDS ESP (F) System License Renewal, Service & Support	2	1,200.00	2,400.00
22	FPDS Backup Cardset License Licensed manual protocol set for backup	2	495.00	990.00

Discount	USD 2,250.00
Subtotal	USD 77,875.00
Estimated Tax	
Total	USD 77,875.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>



MEMORANDUM

TO: Veronica Gutierrez, Purchasing

FROM: Daniel Ramirez, Communications Director DR

DATE: May 14, 2019

SUBJECT: Purchasing of Priority Dispatch Call-taking Software

Veronica,

After careful consideration of the options for Emergency Medical and Emergency Fire Dispatch call-taking software, I have decided to go with Priority Dispatch at a cost of \$77,875.00

Priority Dispatch is the only company that has Computer Aided call taking software which allows us to better prioritize the calls for service, therefore making them a sole source vendor.

Additionally, as part of our vision for Pharr Public Safety Communications we want to become a nationally accredited communications center. Priority Dispatch is the only company that offers it in all three disciplines.

I have attached the, quote form Priority Dispatch, the sole source letter, and the availability of funds.

Please feel free to contact me if you have any questions or concerns.

PRIORITY DISPATCH SYSTEM ("PDS")

End User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

**BEFORE PROCEEDING TO INSTALL THE SOFTWARE
PROVIDED WITH (AND WHICH IS SUBJECT TO) THIS AGREEMENT,
PLEASE CAREFULLY READ THE ACCOMPANYING TERMS AND
CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT**

*INSTALLING OR USING ANY OF THE SOFTWARE
CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.*

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY
RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION
WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF,
FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR
THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that they are duly authorized to do so for and on behalf of the Client, and that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. Software means the Priority Dispatch System ("PDS") software, content, and/or manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and/or control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified in your License Fee invoice or quote from

PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to Customer a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified and in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation;* or (b) *transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner;* or (c) *use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Extended Service Plan. This Agreement includes and incorporates the accompany Extended Service Plan (ESP) agreement as set forth below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to

terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS

AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement as set forth elsewhere herein, or based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer shall contact PDC at least 90-days before Customer plans on using an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

18. Disputes.

(a). United States. If Customer is located or conducts its main business operations in the United States of America (including territories), this Agreement shall be governed in all respects by the laws of the State of Utah, United States of America. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A “U.S. Government End User” shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan (“ESP”)

1. Extended Service Plans.

- a. **Silver ESP:** Includes 24x7x365 technical support and Updates to the Software within the current version.
- b. **Gold ESP:** Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
- c. **Platinum ESP:** Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
- d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.
- e. **ESP Miscellaneous.**
 - 1. Client must register as described in Section 2 below.
 - 2. The annual ESP fees must be fully paid in advance. The ESP period is for one year, and is renewed annually upon continued use of the Licensed Products.
 - 3. All Licensed Products that a Customer must have the same ESP.

4. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.

5. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

e. Customer Obligations:

1. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.

2. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

3. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.

4. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.

5. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.

6. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

7. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.

8. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

9. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.

10. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.

11. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. Updates When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

b. New Versions When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released..

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or calltakers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. Documentation. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the

following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under a special “Omega” Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performances issues, threats to the safety of the public, or the like.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed client services.

15. National Q Services. National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q:** Customer understands that they and PDC shall have the following meetings before starting the QA services:

- i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.
- ii. QA/QI Meeting – Analysis of current system with current Customer QA staff
- iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. National Q Technical Process:

- i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLERATOR®, and the Customer’s audio logger/recorder.
- ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.
- iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer’s access for the term of contract, along with an accompanying voice logger integration license.
- iv. Customer understands that they must always update to the latest version of AQUA.
- v. If there is a Customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. Quality Assurance Process:

- i. QA shall be done according to the IAED standards for Accreditation
http://www.emergencydispatch.org/standards_for_accreditation).

- ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.
- iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/calltakers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/calltakers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/calltaker.
- iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/calltakers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/calltaker that they will research the issue and contact the National Q representative so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. Definitions.. This section contains more detailed definitions of certain terms used in this EULA

"Cards"

The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer," "Agency," "Licensee," "You," "you" or "your"

The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"

When used in this agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 12.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: May 14, 2019

MEETING DATE: May 23, 2019

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, amending Professional Infrastructure Services Agreement with Border Infrastructure Consulting, LLC.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The parties entered into an agreement for Professional Infrastructure Services on February 13, 2019, the parties hereby wish to modify the terms of the original contract.

Financial Consideration: \$49,500

Staff Recommendation: Authorization to approve the addendum to assist Caminos y Puentes Federales (CAPUFE) on Mexico's half of the bridge with traffic control due to an increase in accidents involving both passenger vehicles and commercial trailers.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 5/14/2019

Luis Bazan

Approved - 5/15/2019

Patricia Rigney

Approved - 5/15/2019

Karla Moya

Approved - 5/17/2019

City Management Office

Final Approval - 5/20/2019

CITY OF PHARR
PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT

BORDER INFRASTRUCTURE CONSULTING LLC.

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx; and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge; and

WHEREAS, the City has maintained open communication and a positive working relationship with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary to have a voice, through a consultant, that will continue to market the City and its international bridge for years to come, and allow the City to make improvements to infrastructure on both the Pharr and Mexican side of the international bridge by continuing to negotiate with Mexican officials.

THEREFORE, the City hereby enters this Agreement for purposes of accomplishing this objective.

This Agreement is entered into by the City of Pharr, Texas (City) represented by Ambrosio "Amos" Hernandez in his capacity as Mayor of the City of Pharr, Texas, and Border Infrastructure Consulting, LLC (Consultant) represented by Rogelio De Leon in his capacity as President of Border Infrastructure Consulting, LLC. The Consultant's background, knowledge, experience and expertise will be necessary to provide the services and accomplish the objectives set forth in this Agreement. Border Infrastructure Consulting, LLC is an entity legally incorporated under the laws of the State of Texas.

Consultant, in consideration for the professional fees herein stated, the terms of this agreement and amendments thereto, as well as, any resolutions and minutes

authorizing approval of the terms and conditions contained within this agreement.

Consultant further agrees to render the following professional services:

1. SERVICES. The Consultant shall coordinate with CAPUFE in hiring subcontractors to perform the services described in Exhibit "A" and Exhibit "B". On Exhibit "A", the parties may identify the characteristics of the assigned project and its delivery conditions withshall adhere according to the description in Exhibit "B", which contains a description of the task that will be performed by the Consultant according to the City's desires and objectives. The Consultant shall further provide written reports to the governing body and City Administration on a Bi-Monthly basis on all services, support and the other pending activities. Consultant shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. PERSONNEL. The Consultant agrees, that all personnel used by the Consultant shall be deemed as employees or sub-contractos of the Consultant and will not be considered employees, agents or sub-contractors of the City for any purpose whatsoever. The Consultant assumes full responsibility for the actions of all and such personnel while performing services and for the payment of their compensation (including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved. Not with standing and without in any way limiting any terms and conditions set forth in this agreement, all sub-contractors of the Consultant shall be deemed to have made all of the representations and warranties of the Consultant set forth herein and shall be subject to any and all obligations of the Consultant hereunder, and, if requested by the Institute, the Consultant shall obtain from each sub-contractor its written consent to and acknowledgment of the terms of this

agreement. The Consultant shall be responsible for any breach by any sub-contractor of any representations, warranties or obligations set forth in this agreement.

3. COMPENSATION AND PAYMENT. The City shall pay to the Consultant the amount of the \$49,000.00 total USD for the performance of lobbying services related the Lobbying Infrastructure Project *(Engineering study to analyze the actual situation of long lines of Trucks on top of the Bridge. And to find a solution to improve the flow of traffic of both cars and trucks traveling northbound and southbound, see Exhibit A)*. The parties agree that the total fees of the Consultant for the above-mentioned project will be \$ 49,000.00 US Dollars and includes any payments necessary to hire subcontractors to perform the services. The Consultant understands that there is no reimbursement of travel expenses, office supplies, and any other extraordinary expenses which the Consultant will incur while attending any business trips to Mexico City. In the case the City requires extraordinary services from the Consultant, both parties agree to amend the terms of this agreement in writing accordingly, any amendment will be subject to City Commission approval.

(b) The Consultant agrees to utilize the City's resources in obtaining travel arrangements, prior to scheduling such expenses, if applicable. The City shall act in accordance with the standards and rates set by the state comptroller and related federal agencies.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval by the City's governing body upon written amendment of this agreement.

5. TERM; TERMINATION OF CONTRACT. The terms of this Agreement shall commence on the 5th day of February, 2019 and shall expire on the 30th day of April,

2019. Also, any party to this agreement can terminate this agreement for any reason upon thirty (30) days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties and in writing.

6. RENEWAL OF CONTRACT. Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City and any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that:

(a) The Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of the Consultant's work-product, methods, or process provided to the City shall be directed or controlled by City; (b) the Consultant is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) the Consultant will provide its own equipment, supplies, and necessities to perform under this agreement; (d) the Consultant acknowledges and agrees that it may be personally liable for self-employment taxation; (e) the Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (f) the Consultant further agrees and stipulates that neither or any agent, employee, or representative shall disclose or share any information or materials obtained from the City or in furtherance of this agreement with

any person or third-party, including but not limited to any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This agreement and the terms and conditions hereof shall not be assigned or subcontracted by either party without written amendment thereof.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their agreement and is a complete and explosive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this agreement, other than those specifically set forth herein.

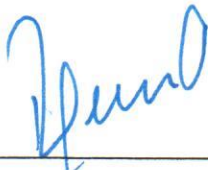
The parties hereto execute this Agreement on this 13th day of February 2019.



Ambrosio "Amos" Hernandez

Mayor

City of Pharr, Texas



Rogelio de Leon

President

Border Infrastructure Consulting LLC

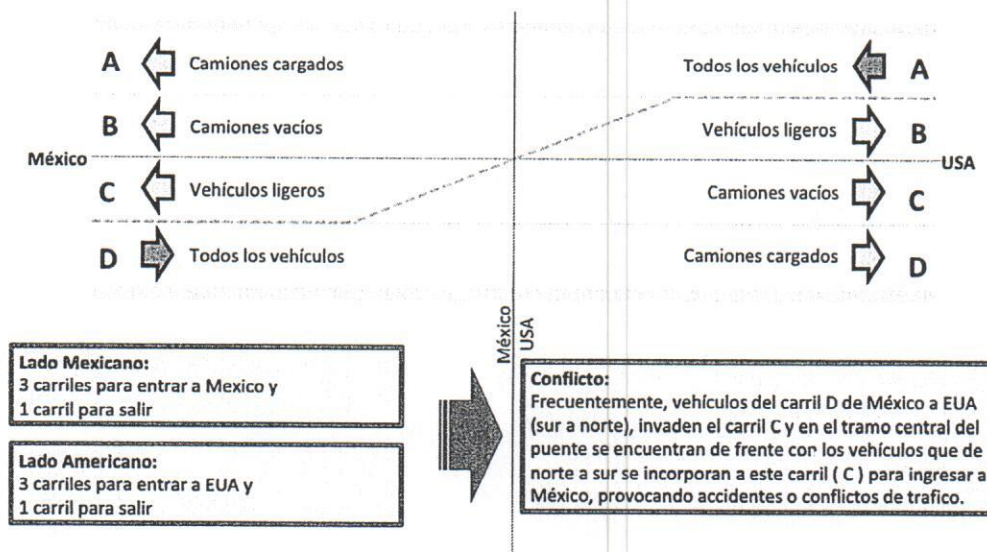
EXHIBIT "A"

TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

The Consultant agrees to perform the following services:

PHASE 1: February – March 2019

- **Engineer the study and analyze the actual situation/cause of the long lines and traffic delays and congestion of Trucks while on the Bridge.**



NOTE: In accordance with the agreement, if Phase 1 is fulfilled during the Phase 2 process the monies will be granted in full. If Phase 2 is not completed on the day specified within this process, the monies will not be granted in full.

EXHIBIT "B"

TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

PHASE 2: March – April 2019

- ☐ **Find a solution to improve the flow of traffic of both cars and trucks traveling northbound and southbound. Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.**

EXHIBIT "B"

Puente Internacional Reynosa – Pharr

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.



BORDER INFRASTRUCTURE CONSULTING LLC.



Reynosa, Tamaulipas, 18 de Enero, 2018

FASE 2 / PHASE 2

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.

Fase 2

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.

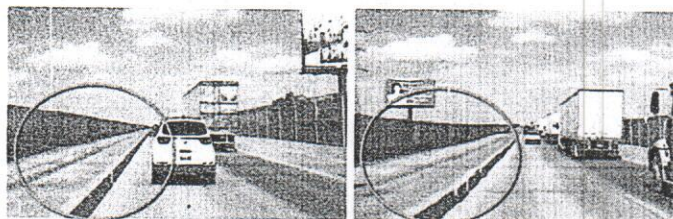
PROYECTO EJECUTIVO

- Objetivos y metas
- Antecedentes
- Estudios preliminares
- Planos constructivos
- Presupuesto de construcción
- Programa de trabajo



Proposal:

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.



ADDENDUM TO CITY OF PHARR
PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT
BORDER INFRASTRUCTURE CONSULTING, LLC

The parties entered into an agreement for Professional Infrastructure Services on February 13, 2019, the parties hereby wish to modify the terms of the original contract as set forth below;

Exhibit C
Additional Lobbying Services Required

Purpose: To assist Caminos y Puentes Federales (CAPUFE) on Mexico's half of the bridge with traffic control due to an increase in accidents involving both light passenger vehicles and commercial conveyances as a direct result of the current border situation and shortage of federal personnel.

Total additional cost of \$ 49,500.00 to be paid by June 1, 2019

The parties reaffirm no other terms or conditions of the above-mentioned original contract shall be negated or changed as a result of this addendum.

Executed on this, the ____ day of May 2019.

Rogelio De Leon
President
Border Infrastructure Consulting LLC

Ambrosio "Amos" Hernandez
Mayor
City of Pharr
