



**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
WEDNESDAY, JULY 17, 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 Disability Voter Registration 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)*

- A) Submission of Sales Tax Collection Report for July 2019.
- B) Submission of Tax Collection Report for June 2019.

C) 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) Approval of Minutes for July 1, 2019 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action on Development Services Cases:

1. Lizbeth G. Velasco 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 7, Fairview Village Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7508 South Carlos Street. **CUP#190317**

2. Carlos R. Elizondo, d/b/a Sepi's, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. **CUP#190641**

3. Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lots 7-10, Block 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. **CUP#160630**

4. R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. **CUP#120529**

5. Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP#170637**

6. Sandra L. Gomez, d/b/a Desperados Saloon II, 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 being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5826 South Cage Boulevard. **CUP#160208**

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7. Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M. Rivas, 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 Single-Family Residential District (R-1). The property is legally described as being a 0.35-acre tract of land, out of a 3.00-acre tract of land, out of the South 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, of Porcion 68, Pharr, Hidalgo County, Texas. The property's physical address is 1618 West Anaya Road. **COZ#190643**

PLATS:

1. Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting preliminary plat approval of the proposed Fox Subdivision. The property is legally described as being a 3.32-acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of South Jackson Road. **SUB#190515**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-32 renaming the Pharr Beautification Committee to Keep Pharr Beautiful Committee. **(1st Reading)** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-33 regulating business, storage, disposal, registration and haulers for tires. **(1st Reading)** (PUBLIC WORKS)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). **(1st Reading)** (PUBLIC WORKS)

D) Consideration and action, if any, on Resolution adopting the Annual Action Plan 2019 to U.S. Department of Housing and Urban Development (HUD). (GMCD)

E) Consideration and action, if any, on Resolution appointing/reappointing members to the Toll Bridge Board. (BRIDGE)

F) Consideration and action, if any, on Resolution appointing two (2) members to the Pharr Public Safety Communications Advisory Committee. (COMMUNICATIONS)

7. ADMINISTRATIVE:

A) Discussion and possible action on City of Pharr Special Election to be held on November 5, 2019. (ADMINISTRATION)

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B) Consideration and action, if any, on permission to advertise for Requests for Qualifications for Construction Management Services for Pharr International Bridge projects and granting permission to the City Manager to negotiate and enter into a contract for such services. (ADMINISTRATION)

C) Consideration and action, if any, on permission to advertise for Competitive Sealed Proposals for lawn and landscaping services for the City of Pharr and authorizing the City Manager to enter into a contract for such services. (ADMINISTRATION)

D) Consideration and action, if any, reaffirming appointment of Mayor Ambrosio Hernandez to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) as representative for the City of Pharr. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of two (2) SkyCop surveillance towers. (Project #1819-32-512-IPQ068-001) (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to ratify Amendment No.1 to the contract with R. Gutierrez Engineering Corporation for additional Professional Engineering Services for the PSJA Tri-City Pedestrian Safety Improvements Project. (Project #1819-01-528-S016-001) (ENGINEERING)

B) Consideration and action, if any, on Change Order No. 2 with Jimmy Closner & Sons Construction Company Inc. for the Water Transmission Main Improvements Project. (Bid No. 1415-02-582-0037) (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Applied Training Systems Inc. (Reviewsnap) for subscription services for 360 Performance Reviews. (Project #1819-01-526-IPQ064-003) (HR)

D) Consideration and action, if any, on award of contract for the Hi Line 16-inch Waterline Project. (Project #1819-60-583-C015-051) (ENGINEERING)

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:*

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

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

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

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

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

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

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

12. ADJOURNMENT:

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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 12th day of July 2019 at 4:30 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 the 12th day of July 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: _____



3016 N McColl Rd. Suite B, McAllen, TX 78501 956-668-8245 Fax 956-631-7296

07/01/2019

The Honorable Dr. Ambrosio Hernandez
Mayor, Pharr City Council
PO Box 1729
Pharr, TX 78577

Dear Dr. Hernandez

My name is Susan Nelson and I am one of your constituents. I am writing to discuss National Disability Voter Registration (NDVR) week. This issue is important to me because, like you, I care about our right to vote and I feel that everyone should have the opportunity to exercise this civic duty.

At its foundation, NDVR Week is very similar to National Voter Registration Day. NDVR Week, July 15-19, was created to help increase understanding within the disability community about civic engagement and voting. The goal of this annual event is to educate, motivate, and disseminate information to the disability community about the value and importance of voting and civic engagement. It also serves as a tool to provide information to family members, supporters, professionals, the general public, and policy makers about issues that affect the integration of people with disabilities into our community.

In an effort to raise awareness within the Pharr community, I would like to see if you and your office would be interested in presenting a declaration to the City Council about National Disability Voter Registration Week. I look forward to continuing our conversation and assisting your office in any way I can.

Thank you for your time and consideration.

Respectfully,

Susan E. Nelson
VAIL Executive Director
(956) 668-8245, ext. 312
snelson@vailrgv.org

Proclamation



WHEREAS, in July 2019 people with disabilities and our supporters will celebrate the 29th anniversary of the Americans with Disabilities Act (ADA); and

WHEREAS, there are over 50 million people with disabilities of all ages living in communities throughout the United States; and

WHEREAS, the disability community has a critical interest in policies enacted at local, state and national levels that effect the integration of people with disabilities, young and old, into our communities; and

WHEREAS, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities to live in the community; and

WHEREAS, voting is one way for the disability community to exert their influence at local, state and national elections; and

WHEREAS, REV UP America * Register – Educate – Vote Use your Power, is a national effort to encourage local and/or state disability community voting coalitions; and

WHEREAS, members of national disability rights community are organizing a national Disability Voter Registration Week (DVRW) July 15-19, 2019; and

WHEREAS, the City of Pharr supports the growing involvement of the disability community in the political process.

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 July 15-19, 2019 as:

“National Disability Voter Registration Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 15th day of July 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: July 2, 2019

MEETING DATE: July 17, 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 - 7/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for July 2019.
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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 July 2019 (10th month of City's Fiscal Year 2018-2019 but May's Sales Activity for FY 2018-2019) has shown an OVERALL POSITIVE trend in the amount of \$2,195,293 from this point last year, or an INCREASE of 15.06%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 5.33% compared to last July 2018 collections, the City ranked No. 7 this month compared to 9 other cities in the Valley in sales collections compared to last period, however; ranked No. 1 in collections year to date.

GAAP BASIS

This is the 8th month (Month of Actual Sales) of the fiscal year 2018-2019, to date we are UP 15.17% which equate to \$1,859,501 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 - 7/11/2019

Alex Meade

Final Approval - 7/11/2019

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	1,669,298	95,977
JUL.	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537	1,760,677	89,140
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	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 16,594,826	\$ 16,944,071	\$ 18,264,581	\$ 17,453,870	\$ 2,284,433

AVERAGE PER MONTH

\$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,522,048 \$ 1,745,387

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,320,511 \$ 2,284,433

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 15.06%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,272,300 \$ 19,455,800
\$ (418,867) \$ 825,399 \$ 785,800 \$ 293,826 \$ 98,371 \$ 992,281
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

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	1,251,973	71,983
JUL.	815,890	929,270	986,220	1,002,320	1,052,158	1,253,652	1,320,508	66,855
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>\$ 13,090,402</u>	<u>\$ 1,713,325</u>

AVERAGE PER MONTH

\$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,141,536 \$ 1,309,040

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 990,383 \$ 1,713,325

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 15.06%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,954,225 \$ 14,200,200
\$ (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 Portion-(General Fund)
FY18/19 Budget FY 18-19 Actual Excess

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	\$	834,648.82	\$	786,660.30	\$	47,988.52		6.10%	\$	885,180.59
May	\$	880,338.45	\$	835,768.28	\$	44,570.17		5.33%	\$	929,750.76
June	\$	-	\$	778,420.40						
July	\$	-	\$	769,151.98						
August	\$	-	\$	782,652.41						
September	\$	-	\$	885,891.28						
Totals	\$	7,058,391.16	\$	9,344,756.47	\$	929,750.76		15.17%		

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	\$	417,324.41	\$	393,330.15	\$	23,994.26		6.10%	\$	442,590.29
May	\$	440,169.23	\$	417,884.14	\$	22,285.08		5.33%	\$	464,875.38
June	\$	-	\$	389,210.20						
July	\$	-	\$	384,575.99						
August	\$	-	\$	391,326.21						
September	\$	-	\$	442,945.64						
Totals	\$	3,529,195.58	\$	4,672,378.23	\$	464,875.38		15.17%		

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	\$	417,324.41	\$	393,330.15	\$	23,994.26		6.10%	\$	442,590.29
May	\$	440,169.23	\$	417,884.14	\$	22,285.08		5.33%	\$	464,875.38
June	\$	-	\$	389,210.20						
July	\$	-	\$	384,575.99						
August	\$	-	\$	391,326.21						
September	\$	-	\$	442,945.64						
Totals	\$	3,529,195.58	\$	4,672,378.23	\$	464,875.38		15.17%		

Total Sales Tax (2%)

		<u>FY 18/19</u>		<u>FY 17/18</u>		<u>\$ Change</u>		<u>FY 18/19 Budget</u>		<u>Actual vs. Budget</u>
October	\$	1,633,687.83	\$	1,363,639.30	\$	270,048.53	\$	1,621,316.67	\$	12,371.16
November	\$	1,541,429.00	\$	1,502,049.00	\$	39,380.00	\$	1,621,316.67	\$	(79,887.67)
December	\$	2,460,662.30	\$	1,712,515.36	\$	748,146.94	\$	1,621,316.67	\$	839,345.63
January	\$	1,670,886.03	\$	1,405,923.17	\$	264,962.86	\$	1,621,316.67	\$	49,569.36
February	\$	1,608,553.03	\$	1,381,333.00	\$	227,220.03	\$	1,621,316.67	\$	(12,763.64)
March	\$	1,771,589.60	\$	1,646,963.83	\$	124,625.77	\$	1,621,316.67	\$	150,272.93
April	\$	1,669,297.63	\$	1,573,320.59	\$	95,977.04	\$	1,621,316.67	\$	47,980.96
May	\$	1,760,676.90	\$	1,671,536.56	\$	89,140.34	\$	1,621,316.67	\$	139,360.23
June	\$	-	\$	1,556,840.80			\$	1,621,316.67		
July	\$	-	\$	1,538,303.95			\$	1,621,316.67		
August	\$	-	\$	1,565,304.82			\$	1,621,316.67		
September	\$	-	\$	1,771,782.55			\$	1,621,316.67		
Totals	\$	14,116,782.32	\$	18,689,512.93	\$	1,859,501.51	\$	19,455,800.00	\$	1,146,248.99
						15.17%				859,686.74

SALES TAX STATE COLLECTION RGV COMPARISON - JULY 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	Mission	\$ 1,400,774	\$ 1,191,591	17.55%	\$ 9,662,163	\$ 8,885,684	8.74%
2	San Benito	\$ 415,190	\$ 366,088	13.41%	\$ 2,801,252	\$ 2,682,333	4.43%
3	Edinburg	\$ 2,048,194	\$ 1,813,133	12.96%	\$ 14,688,521	\$ 13,013,498	12.87%
4	Mcallen	\$ 5,526,208	\$ 5,100,261	8.35%	\$ 40,303,991	\$ 36,536,508	10.31%
5	Weslaco	\$ 1,035,420	\$ 971,935	6.53%	\$ 7,741,097	\$ 7,347,387	5.36%
6	San Juan	\$ 344,559	\$ 324,031	6.34%	\$ 2,264,803	\$ 2,140,350	5.81%
7	Pharr	\$ 1,760,677	\$ 1,671,537	5.33%	\$ 12,843,094	\$ 10,893,643	17.90%
8	Mercedes	\$ 416,790	\$ 434,566	-4.09%	\$ 3,729,738	\$ 3,726,508	0.09%
9	Harlingen	\$ 1,955,356	\$ 2,045,371	-4.40%	\$ 14,999,860	\$ 15,061,109	-0.41%
10	Brownsville	\$ 2,994,619	\$ 3,137,467	-4.55%	\$ 23,169,976	\$ 22,463,495	3.15%

Rank Based on Calendar Year 2019 To Date Activity							
1	Pharr	\$ 1,760,677	\$ 1,671,537	5.33%	\$ 12,843,094	\$ 10,893,643	17.90%
2	Edinburg	\$ 2,048,194	\$ 1,813,133	12.96%	\$ 14,688,521	\$ 13,013,498	12.87%
3	Mcallen	\$ 5,526,208	\$ 5,100,261	8.35%	\$ 40,303,991	\$ 36,536,508	10.31%
4	Mission	\$ 1,400,774	\$ 1,191,591	17.55%	\$ 9,662,163	\$ 8,885,684	8.74%
5	San Juan	\$ 344,559	\$ 324,031	6.34%	\$ 2,264,803	\$ 2,140,350	5.81%
6	Weslaco	\$ 1,035,420	\$ 971,935	6.53%	\$ 7,741,097	\$ 7,347,387	5.36%
7	San Benito	\$ 415,190	\$ 366,088	13.41%	\$ 2,801,252	\$ 2,682,333	4.43%
8	Brownsville	\$ 2,994,619	\$ 3,137,467	-4.55%	\$ 23,169,976	\$ 22,463,495	3.15%
9	Mercedes	\$ 416,790	\$ 434,566	-4.09%	\$ 3,729,738	\$ 3,726,508	0.09%
10	Harlingen	\$ 1,955,356	\$ 2,045,371	-4.40%	\$ 14,999,860	\$ 15,061,109	-0.41%

STATE TOTALS	\$ 488,918,357	\$ 487,067,014	0.38%	\$ 3,547,376,638	\$ 3,402,444,423	4.26%
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for June 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 June 2019 are \$18,116,213 or 94.45% collected out of this Year's Levy . This is 0.21% increase compared to last year .

Delinquent Tax

Delinquent Tax Collections as of June 2019 are \$518,597 which is 20.91% collected out of previous year's tax rolls. This is a decrease of 0.28% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 7/11/2019
Final Approval - 7/11/2019

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
JUNE 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	18,116,213.84	-	(140,899.23)	1,020,987.51	94.66%	94.45%
2017 & PRIOR YRS	2,534,188.08	518,596.95		(53,710.92)	1,961,880.21	20.91%	21.19%
ROLLBACK	13,987.55	56,891.47	-	139,799.12	96,895.20	36.99%	81.01%
TOTALS	21,826,276.21	18,691,702.26	-	(54,811.03)	3,079,762.92		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	147,979.30	(7,605.72) CURRENT
CURRENT YEAR-P&I	21,687.93	
PRIOR YEARS-BASE TAX	32,061.81	(9,271.24) PRIOR
PRIOR YEARS-P&I	15,608.76	
ROLLBACK	20,060.13	116,955.33 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	8,929.90	PURGED
TOTAL COLLECTIONS	246,327.83	100,078.37
LESS TRANSFERRED	118,264.00	
LESS IN TRANSIT	122,264.54	
LESS DUE TO HCAD COMM. FEE	11.29	
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 JUNE 2019 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF JULY 2019 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF JUNE 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	(140,899.23)	(64,865.06)	(76,034.17)
CURRENT LEVY	19,137,201.35	18,560,289.52	576,911.83
CURRENT COLLECTIONS THIS MONTH	147,979.30	141,732.65	6,246.65
CURRENT COLLECTIONS TO DATE	18,116,213.84	17,530,278.59	585,935.25
OUTSTANDING TO DATE	1,020,987.51	1,030,010.93	(9,023.42)
PERCENT COLLECTED/ORIGINAL	93.97%	94.12%	-0.15%
PERCENT COLLECTED/MODIFIED	94.66%	94.45%	0.21%
 TOTAL COLLECTIONS FISCAL YEAR	 18,116,213.84	 17,530,278.59	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,534,188.08	2,497,225.46	36,962.62
MODIFICATIONS	(53,710.92)	(6,624.07)	(47,086.85)
DELINQUENT LEVY	2,480,477.16	2,490,601.39	(10,124.23)
DELINQUENT COLLECTIONS THIS MONTH	32,061.81	35,984.73	(3,922.92)
DELINQUENT COLLECTIONS TO DATE	518,596.95	527,813.22	(9,216.27)
OUTSTANDING TO DATE	1,961,880.21	1,962,788.17	(907.96)
PERCENT COLLECTED/ORIGINAL	20.46%	21.14%	-0.68%
PERCENT COLLECTED/MODIFIED	20.91%	21.19%	-0.28%
 TOTAL COLLECTIONS FISCAL YEAR	 518,596.95	 527,813.22	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	13,987.55	80,403.97	(66,416.42)
MODIFICATIONS	139,799.12	(6,735.65)	146,534.77
ROLLBACK LEVY	153,786.67	73,668.32	80,118.35
ROLLBACK COLLECTIONS THIS MONTH	20,060.13	0.00	20,060.13
ROLLBACK COLLECTIONS TO DATE	56,891.47	59,680.77	(2,789.30)
OUTSTANDING TO DATE	96,895.20	13,987.55	82,907.65
PERCENT COLLECTED/ORIGINAL	406.73%	74.23%	332.50%
PERCENT COLLECTED/MODIFIED	36.99%	81.01%	-44.02%
 TOTAL COLLECTIONS FISCAL YEAR	 56,891.47	 59,680.77	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF JUNE 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.
3-Jun	9,199.42	1,081.29			1,192.45	407.01			224.69		12,104.86		12,104.86	
4-Jun	7,283.64	1,010.52			2,772.71	989.38			985.76		13,042.01	19,358.87	(6,316.86)	10-Jun
5-Jun	4,990.03	611.38			7,790.24	2,851.28			1,571.28		17,814.21	17,814.21	0.00	11-Jun
6-Jun	4,644.47	649.68			929.36	807.61			236.05		7,267.17	7,267.17	0.00	12-Jun
7-Jun	3,748.24	519.00			397.14	68.13			69.79		4,802.30	4,802.30	0.00	13-Jun
10-Jun	1,407.05	188.96			875.74	359.32			177.07		3,008.14	3,008.14	0.00	14-Jun
11-Jun	5,910.19	819.11			617.39	184.49			121.67		7,652.85	7,652.85	(0.00)	17-Jun
12-Jun	2,689.67	347.10			1,244.65	562.65			238.93		5,083.00	5,083.00	0.00	18-Jun
13-Jun	9,739.18	1,391.74			1,759.04	698.72			757.16		14,345.84	14,345.84	(0.00)	19-Jun
14-Jun	5,148.57	739.54			409.89	203.77			104.46		6,606.23	6,606.23	0.00	20-Jun
15-Jun	(6,980.35)	0.00			(5,192.00)	0.00			0.00		(12,172.35)		(12,172.35)	
17-Jun	3,294.29	468.23			1,648.49	671.68			510.11		6,592.80		6,592.80	
18-Jun	5,760.78	820.85			554.49	146.77			67.81		7,350.70	1,771.15	5,579.55	24-Jun
19-Jun	1,842.82	169.77			430.29	193.30			168.97		2,805.15	2,805.15	0.00	25-Jun
20-Jun	5,508.99	785.59			1,604.53	1,617.71			365.07		9,881.89	9,881.89	0.00	26-Jun
21-Jun	4,834.89	612.23			2,447.64	1,092.58			585.07		9,572.41	9,572.41	0.00	27-Jun
24-Jun	5,082.21	690.48			1,700.94	516.01			305.15		8,294.79	8,294.79	0.00	28-Jun
25-Jun	8,321.92	1,216.52			3,197.71	1,112.99			612.29		14,461.43	14,461.43	0.00	1-Jul
26-Jun	7,775.07	1,156.44			1,051.38	335.28			196.80		10,514.97	10,514.97	0.00	2-Jul
26-Jun			0.00	0.00			20,060.13	0.00		0.00	20,060.13	20,060.13	0.00	2-Jul
27-Jun	12,906.49	1,859.31			1,430.07	559.56			254.50		17,009.93	17,009.93	0.00	3-Jul
28-Jun	44,871.73	6,550.19			5,199.66	2,230.52			1,377.27		60,229.37	60,218.08	11.29	8-Jul
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	147,979.30	21,687.93	0.00	0.00	32,061.81	15,608.76	20,060.13	0.00	8,929.90	0.00	246,327.83	240,528.54	5,799.29	

OVERALL TOTAL	246,327.83
LESS REFUNDS	0.00
LESS HCAD COMM FEES	11.29
LESS COMM/COST	5,788.00
BALANCE	240,528.54
LESS TRANSFERRED	118,264.00
LESS TRANSF IN TRANSIT	122,264.54
BALANCE PENDING	0.00

07/08/2019 17:45:41 3256988
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 06/01/2019 THRU 06/30/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 39
 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	129,305.30	.00	18,950.96	4,518.05-	143,738.21	1,730.48	.00	.00	149,986.74
	I & S	.081900	18,674.00	.00	2,736.97	652.49-	20,758.48	.00	.00	.00	21,410.97
	TOTAL	.649000	147,979.30	.00	21,687.93	5,170.54-	164,496.69	1,730.48	.00	.00	171,397.71
2017	M & O	.567100	12,370.16	.00	4,646.06	.00	17,016.22	3,486.88	.00	.00	20,503.10
	I & S	.081900	1,786.49	.00	671.08	.00	2,457.57	.00	.00	.00	2,457.57
	TOTAL	.649000	14,156.65	.00	5,317.14	.00	19,473.79	3,486.88	.00	.00	22,960.67
2016	M & O	.582100	8,440.51	.00	3,275.97	.00	11,716.48	1,828.13	.00	.00	13,544.61
	I & S	.071900	1,042.55	.00	404.62	.00	1,447.17	.00	.00	.00	1,447.17
	TOTAL	.654000	9,483.06	.00	3,680.59	.00	13,163.65	1,828.13	.00	.00	14,991.78
2015	M & O	.582100	3,440.09	.00	1,717.22	.00	5,157.31	805.25	.00	.00	5,962.56
	I & S	.071900	424.95	.00	212.09	.00	637.04	.00	.00	.00	637.04
	TOTAL	.654000	3,865.04	.00	1,929.31	.00	5,794.35	805.25	.00	.00	6,599.60
2014	M & O	.608100	1,316.46	.00	776.77	.00	2,093.23	306.78	.00	.00	2,400.01
	I & S	.071900	155.60	.00	91.86	.00	247.46	.00	.00	.00	247.46
	TOTAL	.680000	1,472.06	.00	868.63	.00	2,340.69	306.78	.00	.00	2,647.47
2013	M & O	.605000	244.68	.00	189.49	.00	434.17	73.19	.00	.00	507.36
	I & S	.075000	30.33	.00	23.49	.00	53.82	.00	.00	.00	53.82
	TOTAL	.680000	275.01	.00	212.98	.00	487.99	73.19	.00	.00	561.18
2012	M & O	.602600	303.34	.00	237.21	.00	540.55	69.91	.00	.00	610.46
	I & S	.077400	38.98	.00	30.47	.00	69.45	.00	.00	.00	69.45
	TOTAL	.680000	342.32	.00	267.68	.00	610.00	69.91	.00	.00	679.91
2011	M & O	.602100	152.32	.00	97.64	.00	249.96	10.41	.00	.00	260.37
	I & S	.077900	19.71	.00	12.63	.00	32.34	.00	.00	.00	32.34
	TOTAL	.680000	172.03	.00	110.27	.00	282.30	10.41	.00	.00	292.71
2010	M & O	.601800	371.97	.00	327.30	.00	699.27	71.93	.00	.00	771.20
	I & S	.078200	48.34	.00	42.54	.00	90.88	.00	.00	.00	90.88
	TOTAL	.680000	420.31	.00	369.84	.00	790.15	71.93	.00	.00	862.08
2009	M & O	.601800	439.19	.00	429.26	.00	868.45	83.59	.00	.00	952.04
	I & S	.078200	57.09	.00	55.78	.00	112.87	.00	.00	.00	112.87
	TOTAL	.680000	496.28	.00	485.04	.00	981.32	83.59	.00	.00	1,064.91
2008	M & O	.602940	415.60	.00	448.50	.00	864.10	97.94	.00	.00	962.04
	I & S	.078910	54.42	.00	58.70	.00	113.12	.00	.00	.00	113.12
	TOTAL	.681850	470.02	.00	507.20	.00	977.22	97.94	.00	.00	1,075.16
2007	M & O	.596130	73.04	.00	108.10	.00	181.14	31.14	.00	.00	212.28
	I & S	.086990	10.66	.00	15.78	.00	26.44	.00	.00	.00	26.44
	TOTAL	.683120	83.70	.00	123.88	.00	207.58	31.14	.00	.00	238.72

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 06/01/2019 THRU 06/30/2019
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PAGE: 40
 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	65.54	.00	105.52	.00	171.06	29.55	.00	.00	200.61
	I & S	.089990	9.94	.00	16.02	.00	25.96	.00	.00	.00	25.96
	TOTAL	.683120	75.48	.00	121.54	.00	197.02	29.55	.00	.00	226.57
2005	M & O	.593130	9.84	.00	10.12	.00	19.96	.00	.00	.00	19.96
	I & S	.089990	1.49	.00	1.53	.00	3.02	.00	.00	.00	3.02
	TOTAL	.683120	11.33	.00	11.65	.00	22.98	.00	.00	.00	22.98
2004	M & O	.601650	69.87	.00	94.44	.00	164.31	17.74	.00	.00	182.05
	I & S	.081470	9.46	.00	12.79	.00	22.25	.00	.00	.00	22.25
	TOTAL	.683120	79.33	.00	107.23	.00	186.56	17.74	.00	.00	204.30
2003	M & O	.596220	50.66	.00	76.27	.00	126.93	7.91	.00	.00	134.84
	I & S	.086900	7.38	.00	11.12	.00	18.50	.00	.00	.00	18.50
	TOTAL	.683120	58.04	.00	87.39	.00	145.43	7.91	.00	.00	153.34
2002	M & O	.590210	35.30	.00	73.76	.00	109.06	19.12	.00	.00	128.18
	I & S	.099790	5.96	.00	12.48	.00	18.44	.00	.00	.00	18.44
	TOTAL	.690000	41.26	.00	86.24	.00	127.50	19.12	.00	.00	146.62
2001	M & O	.564720	137.53	.00	303.97	.00	441.50	77.68	.00	.00	519.18
	I & S	.097590	23.77	.00	52.54	.00	76.31	.00	.00	.00	76.31
	TOTAL	.662310	161.30	.00	356.51	.00	517.81	77.68	.00	.00	595.49
2000	M & O	.533960	99.48	.00	231.78	.00	331.26	59.77	.00	.00	391.03
	I & S	.108350	20.18	.00	47.03	.00	67.21	.00	.00	.00	67.21
	TOTAL	.642310	119.66	.00	278.81	.00	398.47	59.77	.00	.00	458.24
1999	M & O	.529360	86.88	.00	212.86	.00	299.74	54.56	.00	.00	354.30
	I & S	.112950	18.54	.00	45.42	.00	63.96	.00	.00	.00	63.96
	TOTAL	.642310	105.42	.00	258.28	.00	363.70	54.56	.00	.00	418.26
1998	M & O	.505610	123.57	.00	308.92	.00	432.49	62.58	.00	.00	495.07
	I & S	.124390	30.41	.00	76.00	.00	106.41	.00	.00	.00	106.41
	TOTAL	.630000	153.98	.00	384.92	.00	538.90	62.58	.00	.00	601.48
1996	M & O	.516090	4.74	.00	8.29	.00	13.03	.00	.00	.00	13.03
	I & S	.083910	.77	.00	1.35	.00	2.12	.00	.00	.00	2.12
	TOTAL	.600000	5.51	.00	9.64	.00	15.15	.00	.00	.00	15.15
1995	M & O	.510030	11.92	.00	28.89	.00	40.81	5.36	.00	.00	46.17
	I & S	.089970	2.10	.00	5.10	.00	7.20	.00	.00	.00	7.20
	TOTAL	.600000	14.02	.00	33.99	.00	48.01	5.36	.00	.00	53.37

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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
ALL	M & O		157,567.99	.00	32,659.30	4,518.05-	185,709.24	8,929.90	.00	.00	199,157.19
ALL	I & S		22,473.12	.00	4,637.39	652.49-	26,458.02	.00	.00	.00	27,110.51
ALL	TOTAL		180,041.11	.00	37,296.69	5,170.54-	212,167.26	8,929.90	.00	.00	226,267.70
DLQ	M & O		28,262.69	.00	13,708.34	.00	41,971.03	7,199.42	.00	.00	49,170.45
DLQ	I & S		3,799.12	.00	1,900.42	.00	5,699.54	.00	.00	.00	5,699.54
DLQ	TOTAL		32,061.81	.00	15,608.76	.00	47,670.57	7,199.42	.00	.00	54,869.99
CURR	M & O		129,305.30	.00	18,950.96	4,518.05-	143,738.21	1,730.48	.00	.00	149,986.74
CURR	I & S		18,674.00	.00	2,736.97	652.49-	20,758.48	.00	.00	.00	21,410.97
CURR	TOTAL		147,979.30	.00	21,687.93	5,170.54-	164,496.69	1,730.48	.00	.00	171,397.71

TAX COLLECTION SYSTEM
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TAX COLLECTION SYSTEM
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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	129,305.30	.00	18,950.96	4,518.05-	143,738.21	1,730.48	.00	.00	149,986.74
	I & S	.081900	18,674.00	.00	2,736.97	652.49-	20,758.48	.00	.00	.00	21,410.97
	TOTAL	.649000	147,979.30	.00	21,687.93	5,170.54-	164,496.69	1,730.48	.00	.00	171,397.71
2017	M & O	.567100	15,584.04	.00	4,646.06	.00	20,230.10	3,486.88	.00	.00	23,716.98
	I & S	.081900	2,250.64	.00	671.08	.00	2,921.72	.00	.00	.00	2,921.72
	TOTAL	.649000	17,834.68	.00	5,317.14	.00	23,151.82	3,486.88	.00	.00	26,638.70
2016	M & O	.582100	12,962.47	.00	3,275.97	.00	16,238.44	1,828.13	.00	.00	18,066.57
	I & S	.071900	1,601.09	.00	404.62	.00	2,005.71	.00	.00	.00	2,005.71
	TOTAL	.654000	14,563.56	.00	3,680.59	.00	18,244.15	1,828.13	.00	.00	20,072.28
2015	M & O	.582100	8,232.29	.00	1,717.22	.00	9,949.51	805.25	.00	.00	10,754.76
	I & S	.071900	1,016.87	.00	212.09	.00	1,228.96	.00	.00	.00	1,228.96
	TOTAL	.654000	9,249.16	.00	1,929.31	.00	11,178.47	805.25	.00	.00	11,983.72
2014	M & O	.608100	6,608.25	.00	776.77	.00	7,385.02	306.78	.00	.00	7,691.80
	I & S	.071900	781.29	.00	91.86	.00	873.15	.00	.00	.00	873.15
	TOTAL	.680000	7,389.54	.00	868.63	.00	8,258.17	306.78	.00	.00	8,564.95
2013	M & O	.605000	244.68	.00	189.49	.00	434.17	73.19	.00	.00	507.36
	I & S	.075000	30.33	.00	23.49	.00	53.82	.00	.00	.00	53.82
	TOTAL	.680000	275.01	.00	212.98	.00	487.99	73.19	.00	.00	561.18
2012	M & O	.602600	303.34	.00	237.21	.00	540.55	69.91	.00	.00	610.46
	I & S	.077400	38.98	.00	30.47	.00	69.45	.00	.00	.00	69.45
	TOTAL	.680000	342.32	.00	267.68	.00	610.00	69.91	.00	.00	679.91
2011	M & O	.602100	152.32	.00	97.64	.00	249.96	10.41	.00	.00	260.37
	I & S	.077900	19.71	.00	12.63	.00	32.34	.00	.00	.00	32.34
	TOTAL	.680000	172.03	.00	110.27	.00	282.30	10.41	.00	.00	292.71
2010	M & O	.601800	371.97	.00	327.30	.00	699.27	71.93	.00	.00	771.20
	I & S	.078200	48.34	.00	42.54	.00	90.88	.00	.00	.00	90.88
	TOTAL	.680000	420.31	.00	369.84	.00	790.15	71.93	.00	.00	862.08
2009	M & O	.601800	439.19	.00	429.26	.00	868.45	83.59	.00	.00	952.04
	I & S	.078200	57.09	.00	55.78	.00	112.87	.00	.00	.00	112.87
	TOTAL	.680000	496.28	.00	485.04	.00	981.32	83.59	.00	.00	1,064.91
2008	M & O	.602940	415.60	.00	448.50	.00	864.10	97.94	.00	.00	962.04
	I & S	.078910	54.42	.00	58.70	.00	113.12	.00	.00	.00	113.12
	TOTAL	.681850	470.02	.00	507.20	.00	977.22	97.94	.00	.00	1,075.16
2007	M & O	.596130	73.04	.00	108.10	.00	181.14	31.14	.00	.00	212.28
	I & S	.086990	10.66	.00	15.78	.00	26.44	.00	.00	.00	26.44
	TOTAL	.683120	83.70	.00	123.88	.00	207.58	31.14	.00	.00	238.72

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TAX COLLECTION SYSTEM
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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	65.54	.00	105.52	.00	171.06	29.55	.00	.00	200.61
	I & S	.089990	9.94	.00	16.02	.00	25.96	.00	.00	.00	25.96
	TOTAL	.683120	75.48	.00	121.54	.00	197.02	29.55	.00	.00	226.57
2005	M & O	.593130	9.84	.00	10.12	.00	19.96	.00	.00	.00	19.96
	I & S	.089990	1.49	.00	1.53	.00	3.02	.00	.00	.00	3.02
	TOTAL	.683120	11.33	.00	11.65	.00	22.98	.00	.00	.00	22.98
2004	M & O	.601650	69.87	.00	94.44	.00	164.31	17.74	.00	.00	182.05
	I & S	.081470	9.46	.00	12.79	.00	22.25	.00	.00	.00	22.25
	TOTAL	.683120	79.33	.00	107.23	.00	186.56	17.74	.00	.00	204.30
2003	M & O	.596220	50.66	.00	76.27	.00	126.93	7.91	.00	.00	134.84
	I & S	.086900	7.38	.00	11.12	.00	18.50	.00	.00	.00	18.50
	TOTAL	.683120	58.04	.00	87.39	.00	145.43	7.91	.00	.00	153.34
2002	M & O	.590210	35.30	.00	73.76	.00	109.06	19.12	.00	.00	128.18
	I & S	.099790	5.96	.00	12.48	.00	18.44	.00	.00	.00	18.44
	TOTAL	.690000	41.26	.00	86.24	.00	127.50	19.12	.00	.00	146.62
2001	M & O	.564720	137.53	.00	303.97	.00	441.50	77.68	.00	.00	519.18
	I & S	.097590	23.77	.00	52.54	.00	76.31	.00	.00	.00	76.31
	TOTAL	.662310	161.30	.00	356.51	.00	517.81	77.68	.00	.00	595.49
2000	M & O	.533960	99.48	.00	231.78	.00	331.26	59.77	.00	.00	391.03
	I & S	.108350	20.18	.00	47.03	.00	67.21	.00	.00	.00	67.21
	TOTAL	.642310	119.66	.00	278.81	.00	398.47	59.77	.00	.00	458.24
1999	M & O	.529360	86.88	.00	212.86	.00	299.74	54.56	.00	.00	354.30
	I & S	.112950	18.54	.00	45.42	.00	63.96	.00	.00	.00	63.96
	TOTAL	.642310	105.42	.00	258.28	.00	363.70	54.56	.00	.00	418.26
1998	M & O	.505610	123.57	.00	308.92	.00	432.49	62.58	.00	.00	495.07
	I & S	.124390	30.41	.00	76.00	.00	106.41	.00	.00	.00	106.41
	TOTAL	.630000	153.98	.00	384.92	.00	538.90	62.58	.00	.00	601.48
1996	M & O	.516090	4.74	.00	8.29	.00	13.03	.00	.00	.00	13.03
	I & S	.083910	.77	.00	1.35	.00	2.12	.00	.00	.00	2.12
	TOTAL	.600000	5.51	.00	9.64	.00	15.15	.00	.00	.00	15.15
1995	M & O	.510030	11.92	.00	28.89	.00	40.81	5.36	.00	.00	46.17
	I & S	.089970	2.10	.00	5.10	.00	7.20	.00	.00	.00	7.20
	TOTAL	.600000	14.02	.00	33.99	.00	48.01	5.36	.00	.00	53.37

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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
ALL	M & O		175,387.82	.00	32,659.30	4,518.05-	203,529.07	8,929.90	.00	.00	216,977.02
ALL	I & S		24,713.42	.00	4,637.39	652.49-	28,698.32	.00	.00	.00	29,350.81
ALL	TOTAL		200,101.24	.00	37,296.69	5,170.54-	232,227.39	8,929.90	.00	.00	246,327.83
DLQ	M & O		46,082.52	.00	13,708.34	.00	59,790.86	7,199.42	.00	.00	66,990.28
DLQ	I & S		6,039.42	.00	1,900.42	.00	7,939.84	.00	.00	.00	7,939.84
DLQ	TOTAL		52,121.94	.00	15,608.76	.00	67,730.70	7,199.42	.00	.00	74,930.12
CURR	M & O		129,305.30	.00	18,950.96	4,518.05-	143,738.21	1,730.48	.00	.00	149,986.74
CURR	I & S		18,674.00	.00	2,736.97	652.49-	20,758.48	.00	.00	.00	21,410.97
CURR	TOTAL		147,979.30	.00	21,687.93	5,170.54-	164,496.69	1,730.48	.00	.00	171,397.71

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 06/01/2019 TO 06/30/2019

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
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CURRENT YEAR	2,997,302,822	21,257,329-	2,976,045,493	00.649000	19,137,201.35	25,483
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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	7,605.72-	140,899.23-	147,979.30	18,116,213.84	1,020,987.51	94.66	625.37-
2017	712,866.95	5,817.72-	43,223.46-	14,156.65	289,078.52	380,564.97	43.17	1,332.71-
2016	355,416.28	517.33-	2,748.10-	9,483.06	97,033.87	255,634.31	27.51	638.22-
2015	271,695.60	514.95-	4,383.76-	3,865.04	45,426.23	221,885.61	16.99	612.61-
2014	176,199.19	405.74-	688.54-	1,472.06	22,758.05	152,752.60	12.97	563.84-
2013	114,193.24	528.38-	654.22-	275.01	11,688.25	101,850.77	10.29	654.22-
2012	105,775.27	405.74-	507.28-	342.32	8,361.62	96,906.37	7.94	507.28-
2011	95,875.49	405.74-	507.28-	172.03	6,942.13	88,426.08	7.28	507.28-
2010	92,203.13	266.92-	589.56-	420.31	6,425.14	85,188.43	7.01	589.56-
2009	87,272.69	364.69-	364.69-	496.28	4,906.96	82,001.04	5.65	364.69-
2008	70,215.03	44.03-	44.03-	470.02	4,869.69	65,301.31	6.94	44.03-
2007	62,736.17	.00	0.00	83.70	4,039.90	58,696.27	6.44	0.00
2006	58,758.77	.00	0.00	75.48	3,472.85	55,285.92	5.91	0.00
2005	52,131.32	.00	0.00	11.33	2,294.71	49,836.61	4.40	0.00
2004	51,678.52	.00	0.00	79.33	2,134.45	49,544.07	4.13	0.00
2003	41,836.12	.00	0.00	58.04	2,185.46	39,650.66	5.22	0.00
2002	35,550.37	.00	0.00	41.26	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	161.30	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	119.66	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	105.42	640.83	17,766.35	3.48	0.00
1998	14,006.59	.00	0.00	153.98	707.92	13,298.67	5.05	0.00
1997	67,713.90	.00	0.00	19.53	2,415.11	65,298.79	3.57	0.00
****	21,812,288.66	16,876.96-	194,610.15-	180,041.11	18,634,810.79	2,982,867.72		6,439.81-

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	00.649000	5,962.69	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	0.00	5,962.69	5,962.69	0.00	0.00	5,962.69		0.00
2017	0.00	20,933.16	24,862.63	3,678.03	7,607.50	17,255.13	30.60	0.00
2016	3,077.78	30,471.00	34,698.14	5,080.50	12,385.42	25,390.50	32.79	0.00
2015	3,478.95	32,304.60	36,800.17	5,384.12	13,358.64	26,920.48	33.17	0.00
2014	3,611.49	27,283.88	32,239.11	5,917.48	14,484.20	21,366.40	40.40	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	116,955.33	139,799.12	20,060.13	56,891.47	96,895.20		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 06/01/2019 TO 06/30/2019

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	21,257,329-	2,976,045,493	00.649000	19,143,164.04	25,484
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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	1,643.03-	134,936.54-	147,979.30	18,116,213.84	1,026,950.20	94.64	625.37-
2017	712,866.95	15,115.44	18,360.83-	17,834.68	296,686.02	397,820.10	42.72	1,332.71-
2016	358,494.06	29,953.67	31,950.04	14,563.56	109,419.29	281,024.81	28.02	638.22-
2015	275,174.55	31,789.65	32,416.41	9,249.16	58,784.87	248,806.09	19.11	612.61-
2014	179,810.68	26,878.14	31,550.57	7,389.54	37,242.25	174,119.00	17.62	563.84-
2013	118,012.57	528.38-	4,582.16	275.01	20,743.96	101,850.77	16.92	654.22-
2012	105,775.27	405.74-	507.28-	342.32	8,361.62	96,906.37	7.94	507.28-
2011	95,875.49	405.74-	507.28-	172.03	6,942.13	88,426.08	7.28	507.28-
2010	92,203.13	266.92-	589.56-	420.31	6,425.14	85,188.43	7.01	589.56-
2009	87,272.69	364.69-	364.69-	496.28	4,906.96	82,001.04	5.65	364.69-
2008	70,215.03	44.03-	44.03-	470.02	4,869.69	65,301.31	6.94	44.03-
2007	62,736.17	.00	0.00	83.70	4,039.90	58,696.27	6.44	0.00
2006	58,758.77	.00	0.00	75.48	3,472.85	55,285.92	5.91	0.00
2005	52,131.32	.00	0.00	11.33	2,294.71	49,836.61	4.40	0.00
2004	51,678.52	.00	0.00	79.33	2,134.45	49,544.07	4.13	0.00
2003	41,836.12	.00	0.00	58.04	2,185.46	39,650.66	5.22	0.00
2002	35,550.37	.00	0.00	41.26	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	161.30	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	119.66	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	105.42	640.83	17,766.35	3.48	0.00
1998	14,006.59	.00	0.00	153.98	707.92	13,298.67	5.05	0.00
1997	67,713.90	.00	0.00	19.53	2,415.11	65,298.79	3.57	0.00
****	21,826,276.21	100,078.37	54,811.03-	200,101.24	18,691,702.26	3,079,762.92		6,439.81-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 06/01/2019 TO 06/30/2019

EXCLUDES 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	21,257,329-	2,976,045,493	0.649000	19,137,201.35	25,483
YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL % YTD UNCOLL
2018	19,278,100.58	7,605.72-	140,899.23-	147,979.30	18,116,213.84	1,020,987.51 94.66 625.37-
	ADJUSTMENT REFUNDS	6,980.35-	41,462.26-			
2017	712,866.95	5,817.72-	43,223.46-	14,156.65	289,078.52	380,564.97 43.17 1,332.71-
	ADJUSTMENT REFUNDS	5,192.00-	39,312.21-			
2016	355,416.28	517.33-	2,748.10-	9,483.06	97,033.87	255,634.31 27.51 638.22-
	ADJUSTMENT REFUNDS	.00	1,777.93-			
2015	271,695.60	514.95-	4,383.76-	3,865.04	45,426.23	221,885.61 16.99 612.61-
	ADJUSTMENT REFUNDS	.00	998.54-			
2014	176,199.19	405.74-	688.54-	1,472.06	22,758.05	152,752.60 12.97 563.84-
	ADJUSTMENT REFUNDS	.00	149.60-			
2013	114,193.24	528.38-	654.22-	275.01	11,688.25	101,850.77 10.29 654.22-
2012	105,775.27	405.74-	507.28-	342.32	8,361.62	96,906.37 7.94 507.28-
2011	95,875.49	405.74-	507.28-	172.03	6,942.13	88,426.08 7.28 507.28-
2010	92,203.13	266.92-	589.56-	420.31	6,425.14	85,188.43 7.01 589.56-
2009	87,272.69	364.69-	364.69-	496.28	4,906.96	82,001.04 5.65 364.69-
2008	70,215.03	44.03-	44.03-	470.02	4,869.69	65,301.31 6.94 44.03-
2007	62,736.17	.00	0.00	83.70	4,039.90	58,696.27 6.44 0.00
2006	58,758.77	.00	0.00	75.48	3,472.85	55,285.92 5.91 0.00
2005	52,131.32	.00	0.00	11.33	2,294.71	49,836.61 4.40 0.00
2004	51,678.52	.00	0.00	79.33	2,134.45	49,544.07 4.13 0.00
2003	41,836.12	.00	0.00	58.04	2,185.46	39,650.66 5.22 0.00
2002	35,550.37	.00	0.00	41.26	1,360.93	34,189.44 3.83 0.00
2001	26,587.97	.00	0.00	161.30	1,106.80	25,481.17 4.16 0.00
2000	23,068.30	.00	0.00	119.66	747.53	22,320.77 3.24 0.00
1999	18,407.18	.00	0.00	105.42	640.83	17,766.35 3.48 0.00
1998	14,006.59	.00	0.00	153.98	707.92	13,298.67 5.05 0.00
1997	67,713.90	.00	0.00	19.53	2,415.11	65,298.79 3.57 0.00
****	21,812,288.66	16,876.96-	194,610.15-	180,041.11	18,634,810.79	2,982,867.72 6,439.81-
	ADJUSTMENT REFUNDS	12,172.35-	83,700.54-			

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 06/01/2019 TO 06/30/2019

AG ROLLBACK ONLY

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	5,962.69	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	0.00	5,962.69	5,962.69	0.00	0.00	5,962.69		0.00
ADJUSTMENT REFUNDS		6,980.35-	41,462.26-					
2017	0.00	20,933.16	24,862.63	3,678.03	7,607.50	17,255.13	30.60	0.00
ADJUSTMENT REFUNDS		5,192.00-	39,312.21-					
2016	3,077.78	30,471.00	34,698.14	5,080.50	12,385.42	25,390.50	32.79	0.00
ADJUSTMENT REFUNDS		.00	1,777.93-					
2015	3,478.95	32,304.60	36,800.17	5,384.12	13,358.64	26,920.48	33.17	0.00
ADJUSTMENT REFUNDS		.00	998.54-					
2014	3,611.49	27,283.88	32,239.11	5,917.48	14,484.20	21,366.40	40.40	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	116,955.33	139,799.12	20,060.13	56,891.47	96,895.20		0.00
ADJUSTMENT REFUNDS		12,172.35-	83,700.54-					

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
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CURRENT YEAR	2,997,302,822	21,257,329-	2,976,045,493	0.649000	19,143,164.04	25,484
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL % YTD UNCOLL

2018	19,278,100.58	1,643.03-	134,936.54-	147,979.30	18,116,213.84	1,026,950.20 94.64 625.37-
	ADJUSTMENT REFUNDS	6,980.35-	41,462.26-			
2017	712,866.95	15,115.44	18,360.83-	17,834.68	296,686.02	397,820.10 42.72 1,332.71-
	ADJUSTMENT REFUNDS	5,192.00-	39,312.21-			
2016	358,494.06	29,953.67	31,950.04	14,563.56	109,419.29	281,024.81 28.02 638.22-
	ADJUSTMENT REFUNDS	.00	1,777.93-			
2015	275,174.55	31,789.65	32,416.41	9,249.16	58,784.87	248,806.09 19.11 612.61-
	ADJUSTMENT REFUNDS	.00	998.54-			
2014	179,810.68	26,878.14	31,550.57	7,389.54	37,242.25	174,119.00 17.62 563.84-
	ADJUSTMENT REFUNDS	.00	149.60-			
2013	118,012.57	528.38-	4,582.16	275.01	20,743.96	101,850.77 16.92 654.22-
2012	105,775.27	405.74-	507.28-	342.32	8,361.62	96,906.37 7.94 507.28-
2011	95,875.49	405.74-	507.28-	172.03	6,942.13	88,426.08 7.28 507.28-
2010	92,203.13	266.92-	589.56-	420.31	6,425.14	85,188.43 7.01 589.56-
2009	87,272.69	364.69-	364.69-	496.28	4,906.96	82,001.04 5.65 364.69-
2008	70,215.03	44.03-	44.03-	470.02	4,869.69	65,301.31 6.94 44.03-
2007	62,736.17	.00	0.00	83.70	4,039.90	58,696.27 6.44 0.00
2006	58,758.77	.00	0.00	75.48	3,472.85	55,285.92 5.91 0.00
2005	52,131.32	.00	0.00	11.33	2,294.71	49,836.61 4.40 0.00
2004	51,678.52	.00	0.00	79.33	2,134.45	49,544.07 4.13 0.00
2003	41,836.12	.00	0.00	58.04	2,185.46	39,650.66 5.22 0.00
2002	35,550.37	.00	0.00	41.26	1,360.93	34,189.44 3.83 0.00
2001	26,587.97	.00	0.00	161.30	1,106.80	25,481.17 4.16 0.00
2000	23,068.30	.00	0.00	119.66	747.53	22,320.77 3.24 0.00
1999	18,407.18	.00	0.00	105.42	640.83	17,766.35 3.48 0.00
1998	14,006.59	.00	0.00	153.98	707.92	13,298.67 5.05 0.00
1997	67,713.90	.00	0.00	19.53	2,415.11	65,298.79 3.57 0.00
****	21,826,276.21	100,078.37	54,811.03-	200,101.24	18,691,702.26	3,079,762.92 6,439.81-
	ADJUSTMENT REFUNDS	12,172.35-	83,700.54-			

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

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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	15,830,054.72	.00	172,534.71	925,011.83-	15,077,577.60	4,396.86	.00	.00	16,006,986.29
	I & S	.081900	2,286,159.12	.00	24,917.06	133,589.18-	2,177,487.00	.00	.00	.00	2,311,076.18
	TOTAL	.649000	18,116,213.84	.00	197,451.77	1,058,601.01-	17,255,064.60	4,396.86	.00	.00	18,318,062.47
2017	M & O	.567100	252,598.66	.00	66,388.22	1,296.28-	317,690.60	57,158.17	.00	.00	376,145.05
	I & S	.081900	36,479.86	.00	9,587.89	187.20-	45,880.55	.00	.00	.00	46,067.75
	TOTAL	.649000	289,078.52	.00	75,976.11	1,483.48-	363,571.15	57,158.17	.00	.00	422,212.80
2016	M & O	.582100	86,366.18	.00	30,496.18	176.91-	116,685.45	18,329.47	.00	.00	135,191.83
	I & S	.071900	10,667.69	.00	3,766.61	21.86-	14,412.44	.00	.00	.00	14,434.30
	TOTAL	.654000	97,033.87	.00	34,262.79	198.77-	131,097.89	18,329.47	.00	.00	149,626.13
2015	M & O	.582100	40,432.14	.00	18,670.57	47.50-	59,055.21	9,106.26	.00	.00	68,208.97
	I & S	.071900	4,994.09	.00	2,306.00	5.87-	7,294.22	.00	.00	.00	7,300.09
	TOTAL	.654000	45,426.23	.00	20,976.57	53.37-	66,349.43	9,106.26	.00	.00	75,509.06
2014	M & O	.608100	20,351.72	.00	11,267.86	.00	31,619.58	4,397.14	.00	.00	36,016.72
	I & S	.071900	2,406.33	.00	1,332.40	.00	3,738.73	.00	.00	.00	3,738.73
	TOTAL	.680000	22,758.05	.00	12,600.26	.00	35,358.31	4,397.14	.00	.00	39,755.45
2013	M & O	.605000	10,399.11	.00	6,603.23	.00	17,002.34	1,810.98	.00	.00	18,813.32
	I & S	.075000	1,289.14	.00	818.62	.00	2,107.76	.00	.00	.00	2,107.76
	TOTAL	.680000	11,688.25	.00	7,421.85	.00	19,110.10	1,810.98	.00	.00	20,921.08
2012	M & O	.602600	7,409.83	.00	5,229.00	.00	12,638.83	1,191.53	.00	.00	13,830.36
	I & S	.077400	951.79	.00	671.63	.00	1,623.42	.00	.00	.00	1,623.42
	TOTAL	.680000	8,361.62	.00	5,900.63	.00	14,262.25	1,191.53	.00	.00	15,453.78
2011	M & O	.602100	6,146.86	.00	5,114.47	.00	11,261.33	1,427.43	.00	.00	12,688.76
	I & S	.077900	795.27	.00	661.73	.00	1,457.00	.00	.00	.00	1,457.00
	TOTAL	.680000	6,942.13	.00	5,776.20	.00	12,718.33	1,427.43	.00	.00	14,145.76
2010	M & O	.601800	5,686.23	.00	5,172.11	.00	10,858.34	1,295.61	.00	.00	12,153.95
	I & S	.078200	738.91	.00	672.12	.00	1,411.03	.00	.00	.00	1,411.03
	TOTAL	.680000	6,425.14	.00	5,844.23	.00	12,269.37	1,295.61	.00	.00	13,564.98
2009	M & O	.601800	4,342.65	.00	4,524.63	.00	8,867.28	1,130.55	.00	.00	9,997.83
	I & S	.078200	564.31	.00	587.98	.00	1,152.29	.00	.00	.00	1,152.29
	TOTAL	.680000	4,906.96	.00	5,112.61	.00	10,019.57	1,130.55	.00	.00	11,150.12
2008	M & O	.602940	4,306.09	.00	5,353.18	.00	9,659.27	775.33	.00	.00	10,434.60
	I & S	.078910	563.60	.00	700.59	.00	1,264.19	.00	.00	.00	1,264.19
	TOTAL	.681850	4,869.69	.00	6,053.77	.00	10,923.46	775.33	.00	.00	11,698.79
2007	M & O	.596130	3,525.46	.00	4,683.55	.00	8,209.01	1,197.53	.00	.00	9,406.54
	I & S	.086990	514.44	.00	683.47	.00	1,197.91	.00	.00	.00	1,197.91
	TOTAL	.683120	4,039.90	.00	5,367.02	.00	9,406.92	1,197.53	.00	.00	10,604.45

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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	3,015.39	.00	4,354.28	.00	7,369.67	1,108.44	.00	.00	8,478.11
	I & S	.089990	457.46	.00	660.63	.00	1,118.09	.00	.00	.00	1,118.09
	TOTAL	.683120	3,472.85	.00	5,014.91	.00	8,487.76	1,108.44	.00	.00	9,596.20
2005	M & O	.593130	1,992.42	.00	3,070.66	.00	5,063.08	217.92	.00	.00	5,281.00
	I & S	.089990	302.29	.00	465.89	.00	768.18	.00	.00	.00	768.18
	TOTAL	.683120	2,294.71	.00	3,536.55	.00	5,831.26	217.92	.00	.00	6,049.18
2004	M & O	.601650	1,879.90	.00	3,036.40	.00	4,916.30	311.66	.00	.00	5,227.96
	I & S	.081470	254.55	.00	411.18	.00	665.73	.00	.00	.00	665.73
	TOTAL	.683120	2,134.45	.00	3,447.58	.00	5,582.03	311.66	.00	.00	5,893.69
2003	M & O	.596220	1,907.45	.00	3,172.52	.00	5,079.97	252.85	.00	.00	5,332.82
	I & S	.086900	278.01	.00	462.40	.00	740.41	.00	.00	.00	740.41
	TOTAL	.683120	2,185.46	.00	3,634.92	.00	5,820.38	252.85	.00	.00	6,073.23
2002	M & O	.590210	1,164.11	.00	2,157.52	.00	3,321.63	241.89	.00	.00	3,563.52
	I & S	.099790	196.82	.00	364.79	.00	561.61	.00	.00	.00	561.61
	TOTAL	.690000	1,360.93	.00	2,522.31	.00	3,883.24	241.89	.00	.00	4,125.13
2001	M & O	.564720	943.72	.00	2,022.60	.00	2,966.32	203.93	.00	.00	3,170.25
	I & S	.097590	163.08	.00	349.56	.00	512.64	.00	.00	.00	512.64
	TOTAL	.662310	1,106.80	.00	2,372.16	.00	3,478.96	203.93	.00	.00	3,682.89
2000	M & O	.533960	621.45	.00	1,432.44	.00	2,053.89	151.71	.00	.00	2,205.60
	I & S	.108350	126.08	.00	290.65	.00	416.73	.00	.00	.00	416.73
	TOTAL	.642310	747.53	.00	1,723.09	.00	2,470.62	151.71	.00	.00	2,622.33
1999	M & O	.529360	528.14	.00	1,284.30	.00	1,812.44	105.72	.00	.00	1,918.16
	I & S	.112950	112.69	.00	274.03	.00	386.72	.00	.00	.00	386.72
	TOTAL	.642310	640.83	.00	1,558.33	.00	2,199.16	105.72	.00	.00	2,304.88
1998	M & O	.505610	568.14	.00	1,427.99	.00	1,996.13	82.05	.00	.00	2,078.18
	I & S	.124390	139.78	.00	351.32	.00	491.10	.00	.00	.00	491.10
	TOTAL	.630000	707.92	.00	1,779.31	.00	2,487.23	82.05	.00	.00	2,569.28
1997	M & O	.524810	650.33	.00	1,630.53	.00	2,280.86	96.41	.00	.00	2,377.27
	I & S	.075190	93.16	.00	233.60	.00	326.76	.00	.00	.00	326.76
	TOTAL	.600000	743.49	.00	1,864.13	.00	2,607.62	96.41	.00	.00	2,704.03
1996	M & O	.516090	573.46	.00	1,491.49	.00	2,064.95	125.69	.00	.00	2,190.64
	I & S	.083910	93.25	.00	242.49	.00	335.74	.00	.00	.00	335.74
	TOTAL	.600000	666.71	.00	1,733.98	.00	2,400.69	125.69	.00	.00	2,526.38
1995	M & O	.510030	570.73	.00	1,543.35	.00	2,114.08	145.94	.00	.00	2,260.02
	I & S	.089970	100.69	.00	272.25	.00	372.94	.00	.00	.00	372.94
	TOTAL	.600000	671.42	.00	1,815.60	.00	2,487.02	145.94	.00	.00	2,632.96

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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	276.00	.00	834.93	.00	1,110.93	.00	.00	.00	1,110.93
	I & S	.098260	57.49	.00	173.92	.00	231.41	.00	.00	.00	231.41
	TOTAL	.570000	333.49	.00	1,008.85	.00	1,342.34	.00	.00	.00	1,342.34
ALL	M & O		16,286,310.89	.00	363,496.72	926,532.52-	15,723,275.09	105,261.07	.00	.00	16,755,068.68
ALL	I & S		2,348,499.90	.00	51,258.81	133,804.11-	2,265,954.60	.00	.00	.00	2,399,758.71
ALL	TOTAL		18,634,810.79	.00	414,755.53	1,060,336.63-	17,989,229.69	105,261.07	.00	.00	19,154,827.39
DLQ	M & O		456,256.17	.00	190,962.01	1,520.69-	645,697.49	100,864.21	.00	.00	748,082.39
DLQ	I & S		62,340.78	.00	26,341.75	214.93-	88,467.60	.00	.00	.00	88,682.53
DLQ	TOTAL		518,596.95	.00	217,303.76	1,735.62-	734,165.09	100,864.21	.00	.00	836,764.92
CURR	M & O		15,830,054.72	.00	172,534.71	925,011.83-	15,077,577.60	4,396.86	.00	.00	16,006,986.29
CURR	I & S		2,286,159.12	.00	24,917.06	133,589.18-	2,177,487.00	.00	.00	.00	2,311,076.18
CURR	TOTAL		18,116,213.84	.00	197,451.77	1,058,601.01-	17,255,064.60	4,396.86	.00	.00	18,318,062.47

TAX COLLECTION SYSTEM
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TAX COLLECTION SYSTEM
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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	15,830,054.72	.00	172,534.71	925,011.83-	15,077,577.60	4,396.86	.00	.00	16,006,986.29
	I & S	.081900	2,286,159.12	.00	24,917.06	133,589.18-	2,177,487.00	.00	.00	.00	2,311,076.18
	TOTAL	.649000	18,116,213.84	.00	197,451.77	1,058,601.01-	17,255,064.60	4,396.86	.00	.00	18,318,062.47
2017	M & O	.567100	259,246.13	.00	66,388.22	1,296.28-	324,338.07	57,158.17	.00	.00	382,792.52
	I & S	.081900	37,439.89	.00	9,587.89	187.20-	46,840.58	.00	.00	.00	47,027.78
	TOTAL	.649000	296,686.02	.00	75,976.11	1,483.48-	371,178.65	57,158.17	.00	.00	429,820.30
2016	M & O	.582100	97,389.96	.00	30,496.18	176.91-	127,709.23	18,329.47	.00	.00	146,215.61
	I & S	.071900	12,029.33	.00	3,766.61	21.86-	15,774.08	.00	.00	.00	15,795.94
	TOTAL	.654000	109,419.29	.00	34,262.79	198.77-	143,483.31	18,329.47	.00	.00	162,011.55
2015	M & O	.582100	52,322.15	.00	18,670.57	47.50-	70,945.22	9,106.26	.00	.00	80,098.98
	I & S	.071900	6,462.72	.00	2,306.00	5.87-	8,762.85	.00	.00	.00	8,768.72
	TOTAL	.654000	58,784.87	.00	20,976.57	53.37-	79,708.07	9,106.26	.00	.00	88,867.70
2014	M & O	.608100	33,304.43	.00	11,267.86	.00	44,572.29	4,397.14	.00	.00	48,969.43
	I & S	.071900	3,937.82	.00	1,332.40	.00	5,270.22	.00	.00	.00	5,270.22
	TOTAL	.680000	37,242.25	.00	12,600.26	.00	49,842.51	4,397.14	.00	.00	54,239.65
2013	M & O	.605000	18,456.02	.00	6,603.23	.00	25,059.25	1,810.98	.00	.00	26,870.23
	I & S	.075000	2,287.94	.00	818.62	.00	3,106.56	.00	.00	.00	3,106.56
	TOTAL	.680000	20,743.96	.00	7,421.85	.00	28,165.81	1,810.98	.00	.00	29,976.79
2012	M & O	.602600	7,409.83	.00	5,229.00	.00	12,638.83	1,191.53	.00	.00	13,830.36
	I & S	.077400	951.79	.00	671.63	.00	1,623.42	.00	.00	.00	1,623.42
	TOTAL	.680000	8,361.62	.00	5,900.63	.00	14,262.25	1,191.53	.00	.00	15,453.78
2011	M & O	.602100	6,146.86	.00	5,114.47	.00	11,261.33	1,427.43	.00	.00	12,688.76
	I & S	.077900	795.27	.00	661.73	.00	1,457.00	.00	.00	.00	1,457.00
	TOTAL	.680000	6,942.13	.00	5,776.20	.00	12,718.33	1,427.43	.00	.00	14,145.76
2010	M & O	.601800	5,686.23	.00	5,172.11	.00	10,858.34	1,295.61	.00	.00	12,153.95
	I & S	.078200	738.91	.00	672.12	.00	1,411.03	.00	.00	.00	1,411.03
	TOTAL	.680000	6,425.14	.00	5,844.23	.00	12,269.37	1,295.61	.00	.00	13,564.98
2009	M & O	.601800	4,342.65	.00	4,524.63	.00	8,867.28	1,130.55	.00	.00	9,997.83
	I & S	.078200	564.31	.00	587.98	.00	1,152.29	.00	.00	.00	1,152.29
	TOTAL	.680000	4,906.96	.00	5,112.61	.00	10,019.57	1,130.55	.00	.00	11,150.12
2008	M & O	.602940	4,306.09	.00	5,353.18	.00	9,659.27	775.33	.00	.00	10,434.60
	I & S	.078910	563.60	.00	700.59	.00	1,264.19	.00	.00	.00	1,264.19
	TOTAL	.681850	4,869.69	.00	6,053.77	.00	10,923.46	775.33	.00	.00	11,698.79
2007	M & O	.596130	3,525.46	.00	4,683.55	.00	8,209.01	1,197.53	.00	.00	9,406.54
	I & S	.086990	514.44	.00	683.47	.00	1,197.91	.00	.00	.00	1,197.91
	TOTAL	.683120	4,039.90	.00	5,367.02	.00	9,406.92	1,197.53	.00	.00	10,604.45

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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	3,015.39	.00	4,354.28	.00	7,369.67	1,108.44	.00	.00	8,478.11
	I & S	.089990	457.46	.00	660.63	.00	1,118.09	.00	.00	.00	1,118.09
	TOTAL	.683120	3,472.85	.00	5,014.91	.00	8,487.76	1,108.44	.00	.00	9,596.20
2005	M & O	.593130	1,992.42	.00	3,070.66	.00	5,063.08	217.92	.00	.00	5,281.00
	I & S	.089990	302.29	.00	465.89	.00	768.18	.00	.00	.00	768.18
	TOTAL	.683120	2,294.71	.00	3,536.55	.00	5,831.26	217.92	.00	.00	6,049.18
2004	M & O	.601650	1,879.90	.00	3,036.40	.00	4,916.30	311.66	.00	.00	5,227.96
	I & S	.081470	254.55	.00	411.18	.00	665.73	.00	.00	.00	665.73
	TOTAL	.683120	2,134.45	.00	3,447.58	.00	5,582.03	311.66	.00	.00	5,893.69
2003	M & O	.596220	1,907.45	.00	3,172.52	.00	5,079.97	252.85	.00	.00	5,332.82
	I & S	.086900	278.01	.00	462.40	.00	740.41	.00	.00	.00	740.41
	TOTAL	.683120	2,185.46	.00	3,634.92	.00	5,820.38	252.85	.00	.00	6,073.23
2002	M & O	.590210	1,164.11	.00	2,157.52	.00	3,321.63	241.89	.00	.00	3,563.52
	I & S	.099790	196.82	.00	364.79	.00	561.61	.00	.00	.00	561.61
	TOTAL	.690000	1,360.93	.00	2,522.31	.00	3,883.24	241.89	.00	.00	4,125.13
2001	M & O	.564720	943.72	.00	2,022.60	.00	2,966.32	203.93	.00	.00	3,170.25
	I & S	.097590	163.08	.00	349.56	.00	512.64	.00	.00	.00	512.64
	TOTAL	.662310	1,106.80	.00	2,372.16	.00	3,478.96	203.93	.00	.00	3,682.89
2000	M & O	.533960	621.45	.00	1,432.44	.00	2,053.89	151.71	.00	.00	2,205.60
	I & S	.108350	126.08	.00	290.65	.00	416.73	.00	.00	.00	416.73
	TOTAL	.642310	747.53	.00	1,723.09	.00	2,470.62	151.71	.00	.00	2,622.33
1999	M & O	.529360	528.14	.00	1,284.30	.00	1,812.44	105.72	.00	.00	1,918.16
	I & S	.112950	112.69	.00	274.03	.00	386.72	.00	.00	.00	386.72
	TOTAL	.642310	640.83	.00	1,558.33	.00	2,199.16	105.72	.00	.00	2,304.88
1998	M & O	.505610	568.14	.00	1,427.99	.00	1,996.13	82.05	.00	.00	2,078.18
	I & S	.124390	139.78	.00	351.32	.00	491.10	.00	.00	.00	491.10
	TOTAL	.630000	707.92	.00	1,779.31	.00	2,487.23	82.05	.00	.00	2,569.28
1997	M & O	.524810	650.33	.00	1,630.53	.00	2,280.86	96.41	.00	.00	2,377.27
	I & S	.075190	93.16	.00	233.60	.00	326.76	.00	.00	.00	326.76
	TOTAL	.600000	743.49	.00	1,864.13	.00	2,607.62	96.41	.00	.00	2,704.03
1996	M & O	.516090	573.46	.00	1,491.49	.00	2,064.95	125.69	.00	.00	2,190.64
	I & S	.083910	93.25	.00	242.49	.00	335.74	.00	.00	.00	335.74
	TOTAL	.600000	666.71	.00	1,733.98	.00	2,400.69	125.69	.00	.00	2,526.38
1995	M & O	.510030	570.73	.00	1,543.35	.00	2,114.08	145.94	.00	.00	2,260.02
	I & S	.089970	100.69	.00	272.25	.00	372.94	.00	.00	.00	372.94
	TOTAL	.600000	671.42	.00	1,815.60	.00	2,487.02	145.94	.00	.00	2,632.96

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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	276.00	.00	834.93	.00	1,110.93	.00	.00	.00	1,110.93
	I & S	.098260	57.49	.00	173.92	.00	231.41	.00	.00	.00	231.41
	TOTAL	.570000	333.49	.00	1,008.85	.00	1,342.34	.00	.00	.00	1,342.34
ALL	M & O		16,336,881.77	.00	363,496.72	926,532.52-	15,773,845.97	105,261.07	.00	.00	16,805,639.56
ALL	I & S		2,354,820.49	.00	51,258.81	133,804.11-	2,272,275.19	.00	.00	.00	2,406,079.30
ALL	TOTAL		18,691,702.26	.00	414,755.53	1,060,336.63-	18,046,121.16	105,261.07	.00	.00	19,211,718.86
DLQ	M & O		506,827.05	.00	190,962.01	1,520.69-	696,268.37	100,864.21	.00	.00	798,653.27
DLQ	I & S		68,661.37	.00	26,341.75	214.93-	94,788.19	.00	.00	.00	95,003.12
DLQ	TOTAL		575,488.42	.00	217,303.76	1,735.62-	791,056.56	100,864.21	.00	.00	893,656.39
CURR	M & O		15,830,054.72	.00	172,534.71	925,011.83-	15,077,577.60	4,396.86	.00	.00	16,006,986.29
CURR	I & S		2,286,159.12	.00	24,917.06	133,589.18-	2,177,487.00	.00	.00	.00	2,311,076.18
CURR	TOTAL		18,116,213.84	.00	197,451.77	1,058,601.01-	17,255,064.60	4,396.86	.00	.00	18,318,062.47

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TAX COLLECTION SYSTEM
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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,997,302,822	21,257,329-	2,976,045,493	00.649000	19,137,201.35	25,483

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	140,899.23-	140,899.23-	18,116,213.84	18,116,213.84	1,020,987.51	94.66	625.37-
2017	712,866.95	43,223.46-	43,223.46-	289,078.52	289,078.52	380,564.97	43.17	1,332.71-
2016	355,416.28	2,748.10-	2,748.10-	97,033.87	97,033.87	255,634.31	27.51	638.22-
2015	271,695.60	4,383.76-	4,383.76-	45,426.23	45,426.23	221,885.61	16.99	612.61-
2014	176,199.19	688.54-	688.54-	22,758.05	22,758.05	152,752.60	12.97	563.84-
2013	114,193.24	654.22-	654.22-	11,688.25	11,688.25	101,850.77	10.29	654.22-
2012	105,775.27	507.28-	507.28-	8,361.62	8,361.62	96,906.37	7.94	507.28-
2011	95,875.49	507.28-	507.28-	6,942.13	6,942.13	88,426.08	7.28	507.28-
2010	92,203.13	589.56-	589.56-	6,425.14	6,425.14	85,188.43	7.01	589.56-
2009	87,272.69	364.69-	364.69-	4,906.96	4,906.96	82,001.04	5.65	364.69-
2008	70,215.03	44.03-	44.03-	4,869.69	4,869.69	65,301.31	6.94	44.03-
2007	62,736.17	.00	0.00	4,039.90	4,039.90	58,696.27	6.44	0.00
2006	58,758.77	.00	0.00	3,472.85	3,472.85	55,285.92	5.91	0.00
2005	52,131.32	.00	0.00	2,294.71	2,294.71	49,836.61	4.40	0.00
2004	51,678.52	.00	0.00	2,134.45	2,134.45	49,544.07	4.13	0.00
2003	41,836.12	.00	0.00	2,185.46	2,185.46	39,650.66	5.22	0.00
2002	35,550.37	.00	0.00	1,360.93	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	1,106.80	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	747.53	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	640.83	640.83	17,766.35	3.48	0.00
1998	14,006.59	.00	0.00	707.92	707.92	13,298.67	5.05	0.00
1997	67,713.90	.00	0.00	2,415.11	2,415.11	65,298.79	3.57	0.00
****	21,812,288.66	194,610.15-	194,610.15-	18,634,810.79	18,634,810.79	2,982,867.72		6,439.81-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	00.649000	5,962.69	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	0.00	5,962.69	5,962.69	0.00	0.00	5,962.69		0.00
2017	0.00	24,862.63	24,862.63	7,607.50	7,607.50	17,255.13	30.60	0.00
2016	3,077.78	34,698.14	34,698.14	12,385.42	12,385.42	25,390.50	32.79	0.00
2015	3,478.95	36,800.17	36,800.17	13,358.64	13,358.64	26,920.48	33.17	0.00
2014	3,611.49	32,239.11	32,239.11	14,484.20	14,484.20	21,366.40	40.40	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	139,799.12	139,799.12	56,891.47	56,891.47	96,895.20		0.00

TAX COLLECTION SYSTEM
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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	2,997,302,822	21,257,329-	2,976,045,493	00.649000	19,143,164.04	25,484
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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	134,936.54-	134,936.54-	18,116,213.84	18,116,213.84	1,026,950.20	94.64	625.37-
2017	712,866.95	18,360.83-	18,360.83-	296,686.02	296,686.02	397,820.10	42.72	1,332.71-
2016	358,494.06	31,950.04	31,950.04	109,419.29	109,419.29	281,024.81	28.02	638.22-
2015	275,174.55	32,416.41	32,416.41	58,784.87	58,784.87	248,806.09	19.11	612.61-
2014	179,810.68	31,550.57	31,550.57	37,242.25	37,242.25	174,119.00	17.62	563.84-
2013	118,012.57	4,582.16	4,582.16	20,743.96	20,743.96	101,850.77	16.92	654.22-
2012	105,775.27	507.28-	507.28-	8,361.62	8,361.62	96,906.37	7.94	507.28-
2011	95,875.49	507.28-	507.28-	6,942.13	6,942.13	88,426.08	7.28	507.28-
2010	92,203.13	589.56-	589.56-	6,425.14	6,425.14	85,188.43	7.01	589.56-
2009	87,272.69	364.69-	364.69-	4,906.96	4,906.96	82,001.04	5.65	364.69-
2008	70,215.03	44.03-	44.03-	4,869.69	4,869.69	65,301.31	6.94	44.03-
2007	62,736.17	.00	0.00	4,039.90	4,039.90	58,696.27	6.44	0.00
2006	58,758.77	.00	0.00	3,472.85	3,472.85	55,285.92	5.91	0.00
2005	52,131.32	.00	0.00	2,294.71	2,294.71	49,836.61	4.40	0.00
2004	51,678.52	.00	0.00	2,134.45	2,134.45	49,544.07	4.13	0.00
2003	41,836.12	.00	0.00	2,185.46	2,185.46	39,650.66	5.22	0.00
2002	35,550.37	.00	0.00	1,360.93	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	1,106.80	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	747.53	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	640.83	640.83	17,766.35	3.48	0.00
1998	14,006.59	.00	0.00	707.92	707.92	13,298.67	5.05	0.00
1997	67,713.90	.00	0.00	2,415.11	2,415.11	65,298.79	3.57	0.00
****	21,826,276.21	54,811.03-	54,811.03-	18,691,702.26	18,691,702.26	3,079,762.92		6,439.81-

07/05/2019 12:56:32 3255785
 TC298-X4 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY
 FROM: 06/01/2019 THRU 06/28/2019
 JURISDICTION: ALL

PAGE: 3
 INCLUDES AG ROLLBACK

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0028 CITY OF MERCEDES			2,879.58	261.79	429.87	39.09	0.00	15.05	3,294.40
BY COUNTY 108			2,879.58	261.79	429.87	39.09	0.00	15.05	3,294.40
DELQ FOR 0028 CITY OF MERCEDES			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0028 CITY OF MERCEDES			2,879.58	261.79	429.87	39.09	0.00	15.05	3,294.40
BY COUNTY 108			2,879.58	261.79	429.87	39.09	0.00	15.05	3,294.40
CURR FOR 0029 CITY OF HIDALGO			24.12	2.19	46.97	4.27	0.00	0.33	70.76
BY COUNTY 108			24.12	2.19	46.97	4.27	0.00	0.33	70.76
DELQ FOR 0029 CITY OF HIDALGO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0029 CITY OF HIDALGO			24.12	2.19	46.97	4.27	0.00	0.33	70.76
BY COUNTY 108			24.12	2.19	46.97	4.27	0.00	0.33	70.76
CURR FOR 0032 CITY OF MISSION			1,961.59	179.51	283.02	25.91	0.00	10.30	2,234.31
BY COUNTY 108			1,961.59	179.51	283.02	25.91	0.00	10.30	2,234.31
DELQ FOR 0032 CITY OF MISSION			128.06	14.93	59.98	7.20	0.00	1.11	186.93
BY COUNTY 108			128.06	14.93	59.98	7.20	0.00	1.11	186.93
TOTAL FOR 0032 CITY OF MISSION			2,089.65	194.44	343.00	33.11	0.00	11.41	2,421.24
BY COUNTY 108			2,089.65	194.44	343.00	33.11	0.00	11.41	2,421.24
CURR FOR 0033 CITY OF PHARR			1,521.02	145.67	228.15	21.84	0.00	8.41	1,740.76
BY COUNTY 108			1,521.02	145.67	228.15	21.84	0.00	8.41	1,740.76
DELQ FOR 0033 CITY OF PHARR			205.31	44.48	64.35	13.34	0.00	2.88	266.78
BY COUNTY 108			205.31	44.48	64.35	13.34	0.00	2.88	266.78
TOTAL FOR 0033 CITY OF PHARR			1,726.33	190.15	292.50	35.18	0.00	11.29	2,007.54
BY COUNTY 108			1,726.33	190.15	292.50	35.18	0.00	11.29	2,007.54
CURR FOR 0034 CITY OF PENITAS			315.33	51.40	47.30	7.71	0.00	2.94	359.69
BY COUNTY 108			315.33	51.40	47.30	7.71	0.00	2.94	359.69
DELQ FOR 0034 CITY OF PENITAS			12.72	1.16	4.41	0.41	0.00	0.08	17.05
BY COUNTY 108			12.72	1.16	4.41	0.41	0.00	0.08	17.05
TOTAL FOR 0034 CITY OF PENITAS			328.05	52.56	51.71	8.12	0.00	3.02	376.74
BY COUNTY 108			328.05	52.56	51.71	8.12	0.00	3.02	376.74
CURR FOR 0037 CITY OF SAN JUAN			124.66	11.33	18.70	1.70	0.00	0.66	142.70
BY COUNTY 108			124.66	11.33	18.70	1.70	0.00	0.66	142.70
DELQ FOR 0037 CITY OF SAN JUAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0037 CITY OF SAN JUAN			124.66	11.33	18.70	1.70	0.00	0.66	142.70
BY COUNTY 108			124.66	11.33	18.70	1.70	0.00	0.66	142.70
CURR FOR 0039 CITY OF SULLIVAN			322.67	29.33	48.40	4.40	0.00	1.69	369.38
BY COUNTY 108			322.67	29.33	48.40	4.40	0.00	1.69	369.38
DELQ FOR 0039 CITY OF SULLIVAN			0.37	0.37	0.11	0.11	0.00	0.03	0.45
BY COUNTY 108			0.37	0.37	0.11	0.11	0.00	0.03	0.45
TOTAL FOR 0039 CITY OF SULLIVAN			323.04	29.70	48.51	4.51	0.00	1.72	369.83
BY COUNTY 108			323.04	29.70	48.51	4.51	0.00	1.72	369.83



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: July 3, 2019

MEETING DATE: July 17, 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 - 7/3/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 5, 2019

MEETING DATE: July 17, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for July 1, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meeting held on Monday, July 1, 2019

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 7/5/2019
Final Approval - 7/10/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 1, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 1, 2019 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Alex Meade, City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing
Daniel Ramirez, Communications Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan led in the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Alex Meade, City Manager, introduced the City Engineer's report and stated any questions could be entertained at this time. There were no questions.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported a ribbon cutting ceremony for Planet Fitness Gym would be held on Monday, July 1, 2019 at 5:30 p.m. at 1300 E. Business Highway 83. He further reported a ribbon cutting for the Pharr Fire Station #4 would be held on Wednesday, July 3, 2019 at 11:00 a.m. at 10801 S. International Dr.

At this time, Mayor Hernandez spoke about the ongoing drainage issues. He stated Hidalgo County had passed a drainage bond to address this problem and stated a meeting with the County would take place on Tuesday, July 2, 2019 to discuss the status and timeline of project. He added once meeting was held, the public would be notified on the project by publication to city website in both English and Spanish form.

ITEM 4. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JUNE 12, 2019 REGULAR CALLED MEETING AND JUNE 17, 2019 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON RESOLUTION AUTHORIZING CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP), COMMITMENT OF LOCAL FUNDS, AND MAYOR TO EXECUTE A CONTRACT WITH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) (ENGINEERING)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

MINUTES: REGULAR MEETING
JULY 1, 2019

1. THE CITY OF PHARR, D/B/A PHARR EVENTS CENTER, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, TIP-O-TEXAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3000 NORTH CAGE BOULEVARD. CUP#160627
2. ROMMEL ORGANISTA, D/B/A KURAI CHINESE & SUSHI RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRE, MORE OR LESS, OUT OF LOT 1, JACKSON RIDGE COURT PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON, SUITE 1. CUP#120424
3. EDINBURG RAM, LLC, D/B/A KHAN'S GRILL, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 6A, JACKSON RIDGE COURT SUBDIVISION PHASE III – AMENDED PLAT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1005 SOUTH JACKSON ROAD. CUP#180644
4. RUDY'S TEXAS BAR-B-Q, L.L.C./CARLOS TORRES, D/B/A RUDY'S COUNTRY STORE BAR-B-Q, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, LOS HOTELES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 209 WEST NOLANA LOOP. CUP#040644
5. IMPERIUM EVENT CENTER, LLC. REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, VACATING PLAT OF LA QUINTA SUBDIVISION LOTS 52-55, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5952 SOUTH CAGE BOULEVARD. CUP#190540
6. KHANH NGUYEN, D/B/A SNOW BITE, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.078-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE L-2. CUP#190536
7. CESAR CHAVEZ FOUNDATION OR AFFILIATE REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (R-4). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 10.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 201, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE

PROPERTY IS PHYSICALLY LOCATED WITHIN THE 1500 BLOCK OF WEST RIDGE ROAD. COZ#190316

8. ARMANDO ESCAMILLA REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO MULTI FAMILY RESIDENTIAL DISTRICT (R-3). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 6, BLOCK 3, PALM HEIGHTS WEST SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1010 WEST CAFFERY AVENUE. COZ#190535
9. NELDA TELLES REQUESTED A CHANGE OF ZONE FROM TWO-FAMILY RESIDENTIAL DISTRICT (R-2) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE N266'-W1.21 ACRES OF THE N6.21 ACRES OF LOT 1, GEHLERT'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 222 E. SAM HOUSTON AVE. COZ#190534

PLATS:

1. MELDEN & HUNT INC., REPRESENTING CARLOS VARELA, REGISTERED AGENT FOR VARCO PHARR LAND, LLC., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED JUNCTION VIEW SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A TRACT OF LAND CONTAINING 2.61 ACRES OUT OF LOT 149, KELLY-PHARR SUBDIVISION PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2100 BLOCK OF NORTH IH 69C. SUB#190307

Alex Meade, City Manager, introduced the item and recommended approval of the consent agenda.

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

Ordinance Nos. O-2019-20, O-2019-21, O-2019-22 and Resolution No. R-2019-36 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 26, BUSINESSES, BY ADDING ARTICLE XI, SELF-STORAGE OR MINI-WAREHOUSE FACILITIES, TO THE CODE OF ORDINANCES (3RD AND FINAL READING) (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item and stated staff recommended approval.

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

Ordinance No. O-2019-23 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-92-15 PROVIDING FOR A REASONABLE LIMIT ON THE AMOUNT OF TIME TO BE SPENT FOR REPEAT PUBLIC INFORMATION REQUESTORS. (3RD AND FINAL READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and stated staff recommended approval.

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

Ordinance No. O-2019-24 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE CITY OF PHARR, TEXAS IN OPPOSITION TO SENATE BILL 1152 (LEGAL)

Alex Meade, City Manager, introduced the item and stated item would be discussed in closed session.

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON PROPOSED TOLL INCREASE AT THE PHARR INTERNATIONAL BRIDGE (BRIDGE)

Alex Meade, City Manager, introduced the item and briefly stated the Bridge Board approved the proposed toll increase on June 14, 2019. He stated an increase of \$0.50 on all cars would take effect August 1, 2019 and an increase of \$0.75 on all AVI trucks would take effect on October 1, 2019.

Comm. Carrillo asked staff if the increase could be done at the same time. Alex Meade, City Manager, stated the City was currently working with the produce industry and they advised October would be enough time to make this change.

Mayor Hernandez clarified that the border security and immigration issues had affected our bridge crossings. He stated the increase was needed and more than likely other bridges will increase their toll fees as well.

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

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$583,534.89 AND FINAL ACCEPTANCE OF THE SINGLE MACHINE REPAVING PROJECT YEAR 4 WITH CUTLER REPAVING, INC. AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$126,516.07. (PROJECT NO. 1819-01-528-C006-241) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated Cutler Repaving, Inc. has completed the Year 4 paving project. A final inspection was held on June 21, 2019 and improvements were completed according to plan specifications. Therefore, Deduct Change Order No. 2 was for the final reconciliation of quantities and recommended approval.

Mayor Hernandez asked for a status on alleyways project. Ricardo Pedraza, Public Works Director, stated they had started working on alleys and were currently 1/5 complete. He added they are currently working on South Jackson Road by Valle Del Norte Subdivision and were working their way from south to north Pharr.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR EMPLOYEE BENEFITS (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and stated staff recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON PROJECT WAND (PEDC II)

Alex Meade, City Manager, introduced the item and stated item would be discussed in closed session.

At this time, Mayor Hernandez, stated they would deviate and go into closed session. There was no objection.

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:15 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:40 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. ORDINANCES AND RESOLUTIONS

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE CITY OF PHARR, TEXAS IN OPPOSITION TO SENATE BILL 1152 (LEGAL)

Alex Meade, City Manager, reintroduced the item.

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

ITEM 7. CONTRACTS/AGREEMENTS

C) CONSIDERATION AND ACTION, IF ANY, ON PROJECT WAND (PEDC II)

Alex Meade, City Manager, reintroduced the item.

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

ITEM 8. LEGAL

A) DISCUSSION AND ACTION, IF ANY, REGARDING CITY OF MCALLEN, ET AL, V. STATE OF TEXAS, CAUSE NO. D-1-GN-17-004766, EXPANDING SB1004 LITIGATION TO INCLUDE OPPOSITION TO SB 1152. (LEGAL)

Alex Meade, City Manager, reintroduced the item.

Comm. Carrillo **moved** to approve as discussed in closed session. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:40 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 1st DAY OF JULY 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 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 - 7/11/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.1.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Lizbeth G. Velasco 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 7, Fairview Village Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7508 South Carlos Street.
CUP#190317

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Lizbeth G. Velasco 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#190317

Financial Consideration:

Staff Recommendation: Development Services is recommending denial of the 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). If approved, this item must comply with the listed conditions.

Planning and Zoning Commission voted unanimously to approve to deny the request for a Life-of-the-Use Conditional Use Permit 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:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



MEMORANDUM

DATE: MONDAY, JULY 15, 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#190317
--

GENERAL INFORMATION:

APPLICANT: Lizbeth G. Velasco 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 7, Fairview Village Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 7508 South Carlos Street.

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 and east and Agricultural and/or Open Space District (A-O) to the 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 denial of the Conditional Use Permit.

PLANNING DIVISION: Recommends denial of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Forty (40) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Two (2) people called in, one (1) for information only and another in favor of the item.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **denial** of the 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). If approved, this item must comply with 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:**

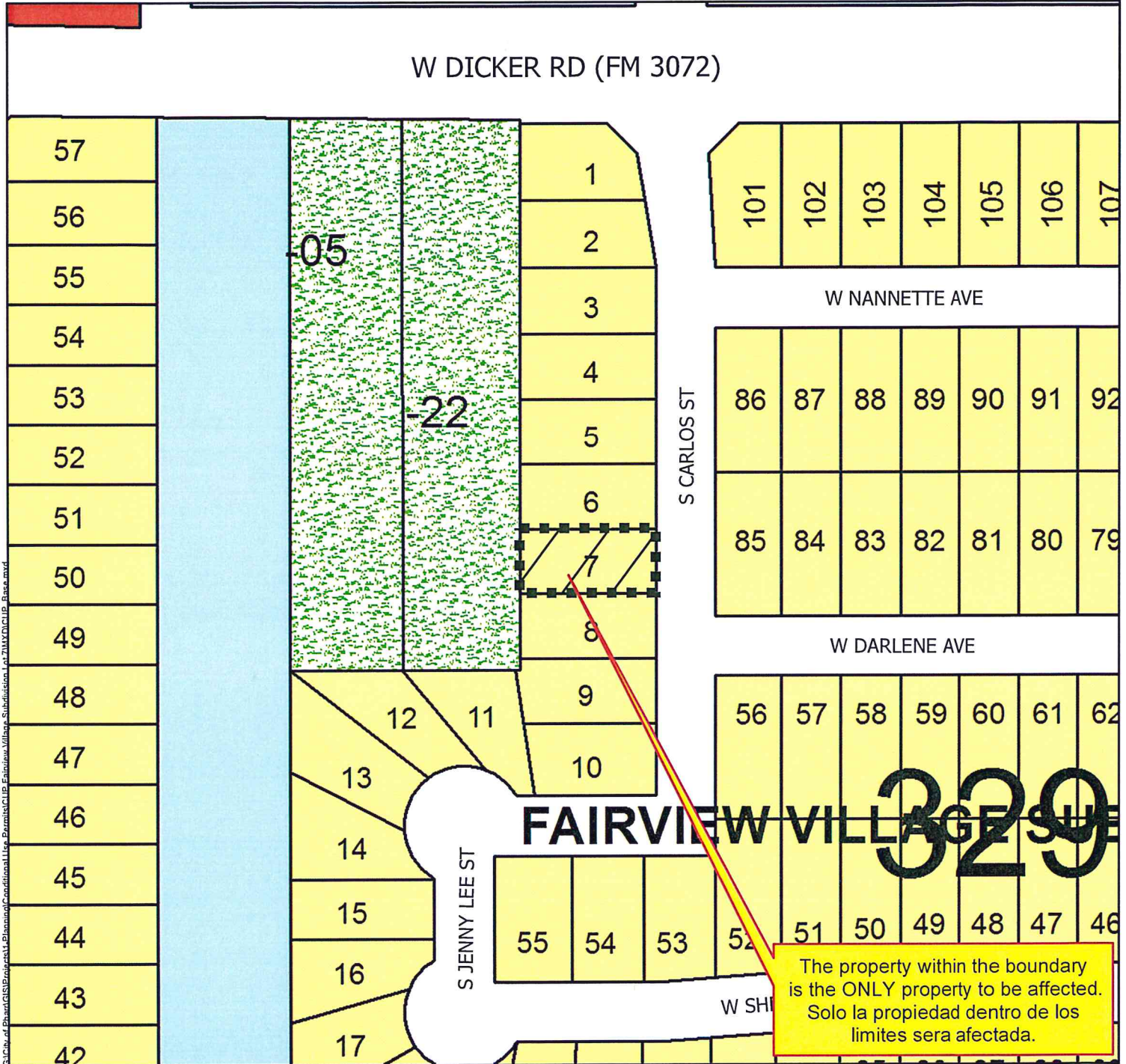
Planning and Zoning Commission voted unanimously to **approve to deny** the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.



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

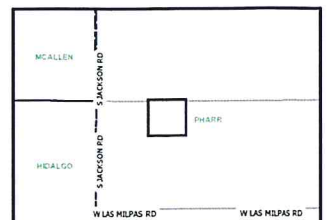
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



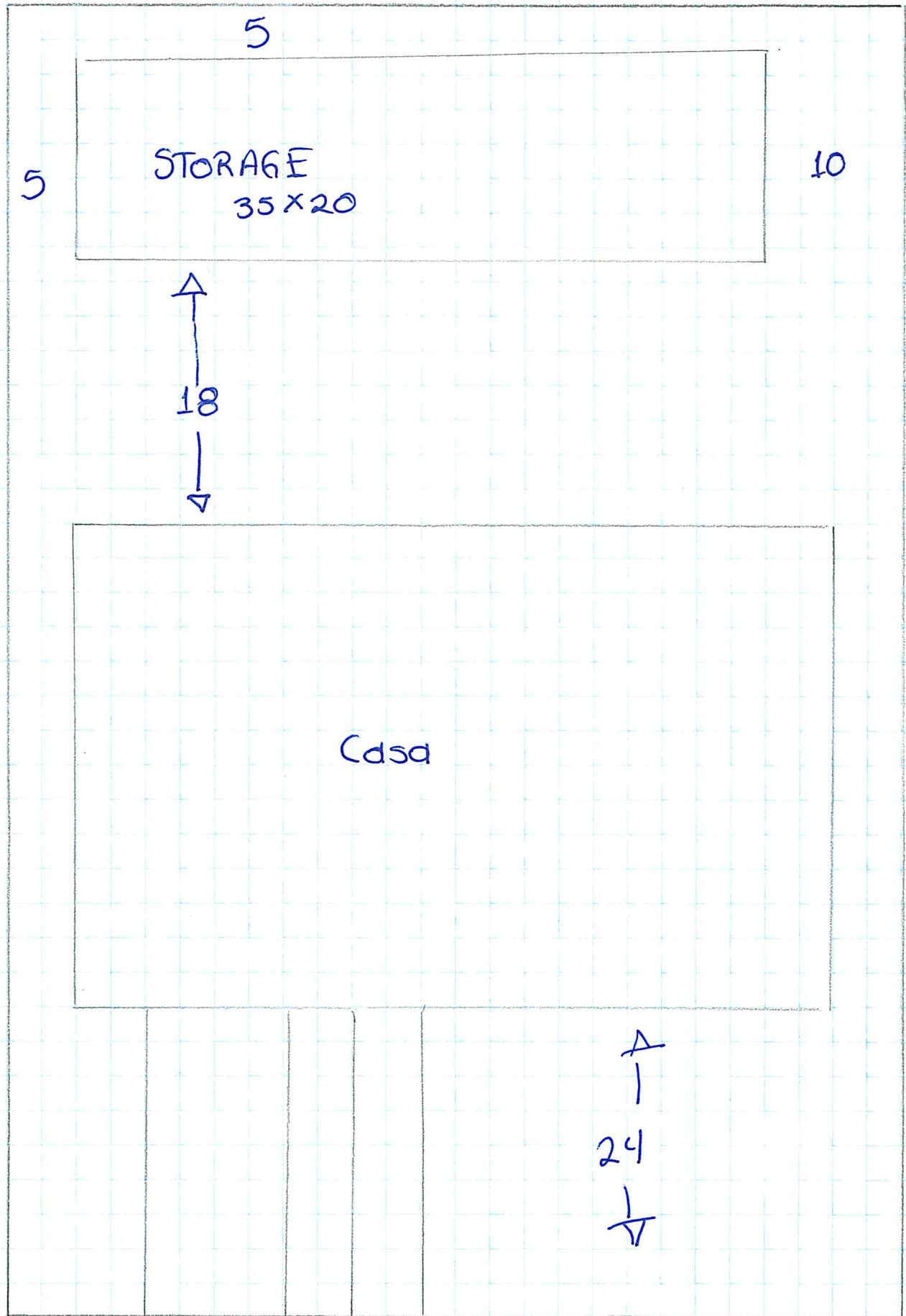


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|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| 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.



54



113

S. Carlos St





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.2.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Carlos R. Elizondo, d/b/a Sepi's, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street.

CUP#190641

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Carlos R. Elizondo, d/b/a Sepi's, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#190641**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant 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) for a period of 90 days subject to site being in compliance with all City Ordinances and City Department requirements. After 90 days the Planning and Zoning Commission will review the Conditional Use Permit and approve or deny the remaining 9 months.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



MEMORANDUM

DATE: MONDAY, JULY 15, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#190641 (SEPI'S)

GENERAL INFORMATION:

APPLICANT: Carlos R. Elizondo, d/b/a Sepi's, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 212 West State Street.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north, east and west and General Business District (C) to the south. 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 Saturday from 7:00 A.M. to 12:00 A.M. and Sunday from 12:00 P.M. to 12:00 A.M.

**NOTIFICATION
OF PUBLIC:**

Forty-one (41) surrounding property owners were notified of the request by letter 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
RECOMMENDATIONS:**

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

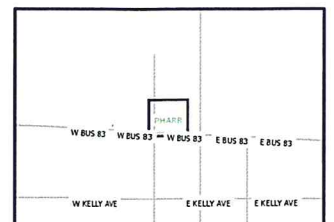
**PLANNING & ZONING
COMMISSION:**

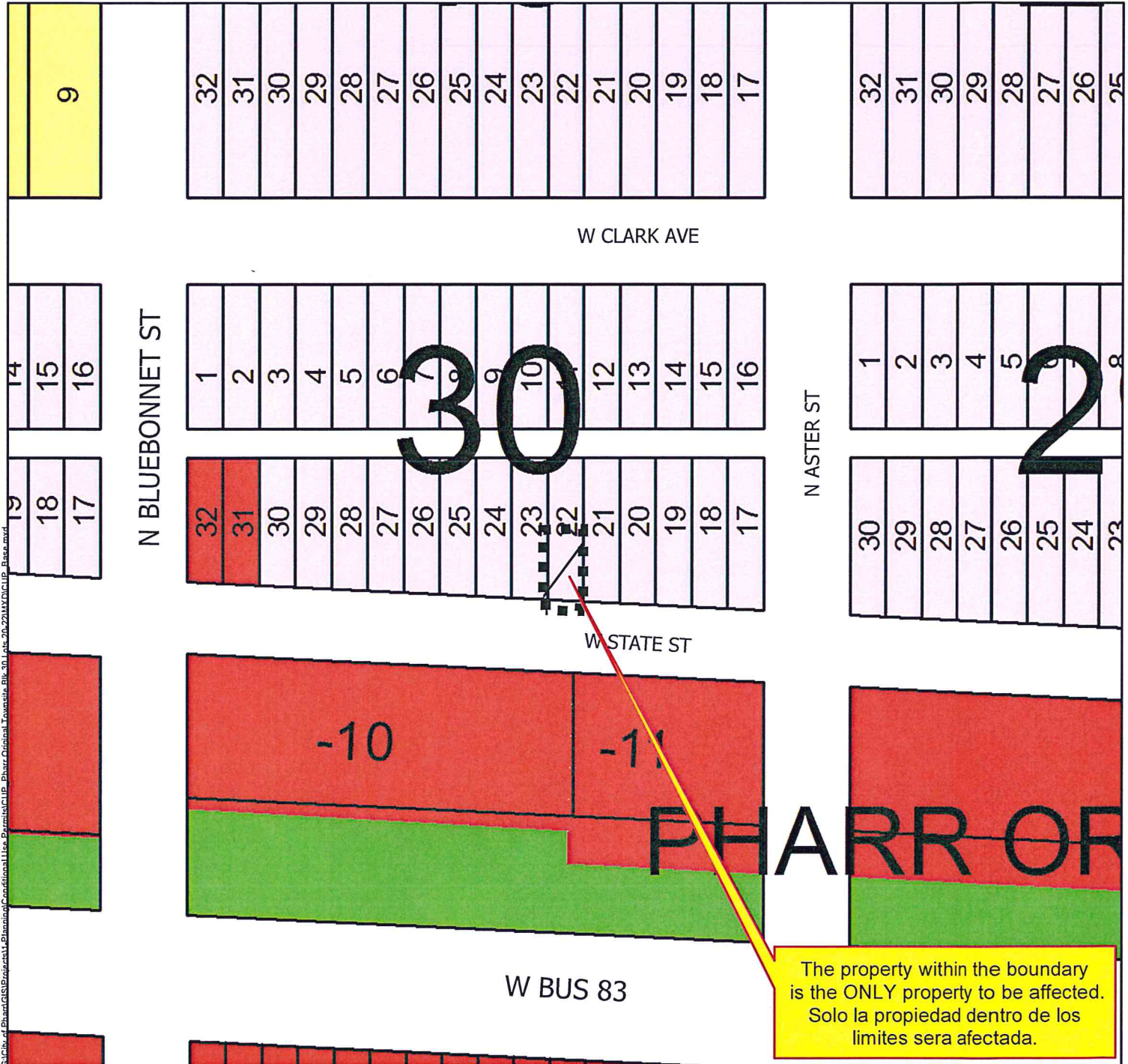
The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) for a period of 90 days subject to site being in compliance with all City Ordinances and City Department requirements. After 90 days the Planning and Zoning Commission will review the Conditional Use Permit and approve or deny the remaining 9 months.



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	

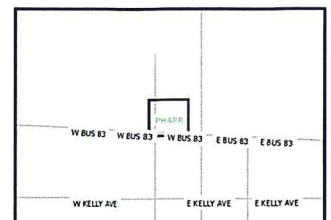
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

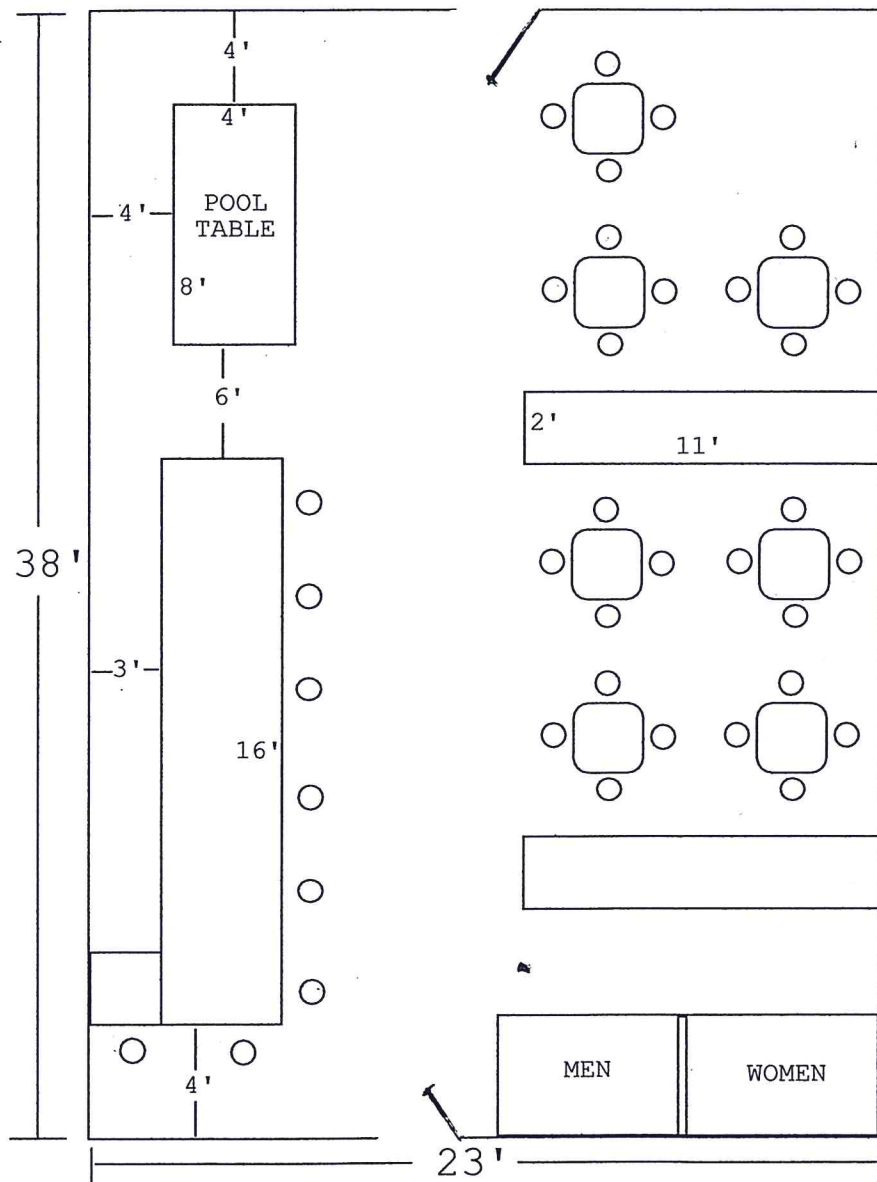




- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail 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.





SEPI'S 212
~~208~~ W STATE
 ATTN: RUBEN ROSALES JR.
 605-4242

Occupant load
 48 / 144





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.3.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lots 7-10, Block 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. **CUP#160630**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#160630**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2019

Conditional Use Permit for ABC –

Las Margarita's Restaurant Inc.

Background:

Las Magarita's Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Las Margarita's Restaurant Inc.

The property is located at 106 North Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Las Magaritas Restaurant Inc_M Orozco_2016



MEMORANDUM

DATE: MONDAY, JULY 15, 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#160630** (LAS MARGARITA'S RESTAURANT INC.)

GENERAL INFORMATION:

APPLICANT: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lots 7-10, Block 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 106 North Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north and west, and Heavy Commercial District (H-C) to the east and south. 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.

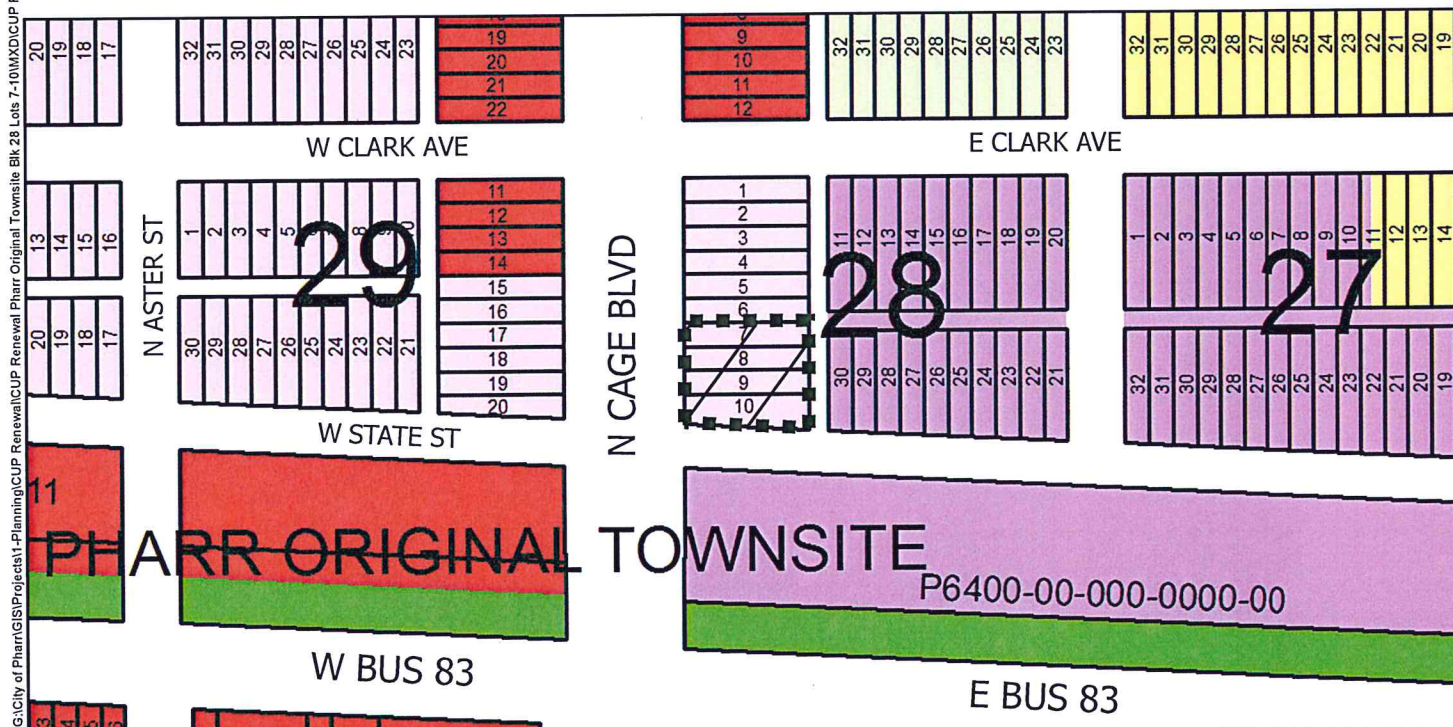
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

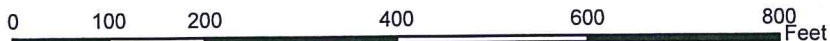
Conditional Use Permit Renewal
Pharr Original Townsite Blk 28 Lots 7-10
Las Margaritas Restaurant



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 6/13/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.4.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. **CUP#120529**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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#120529**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request for 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) provided that the site and applicant is in compliance with all City Ordinances and all City Departments requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2019

Conditional Use Permit **Renewal** for ABC –

George's Dance Hall

Background:

R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 7th renewal for George's Dance Hall.

The property is located at 6801 South Jackson 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 request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_GEORGE'S DANCE HALL_L GARZA_2012



MEMORANDUM

DATE: MONDAY, JULY 15, 2019

TO: MAYOR AND CITY COMMISSION

THROUGH: ALEX MEADE, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC - FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

GENERAL INFORMATION:

APPLICANT: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6801 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and Pharr City Limit lies 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.
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FIRE DEPARTMENT:	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.

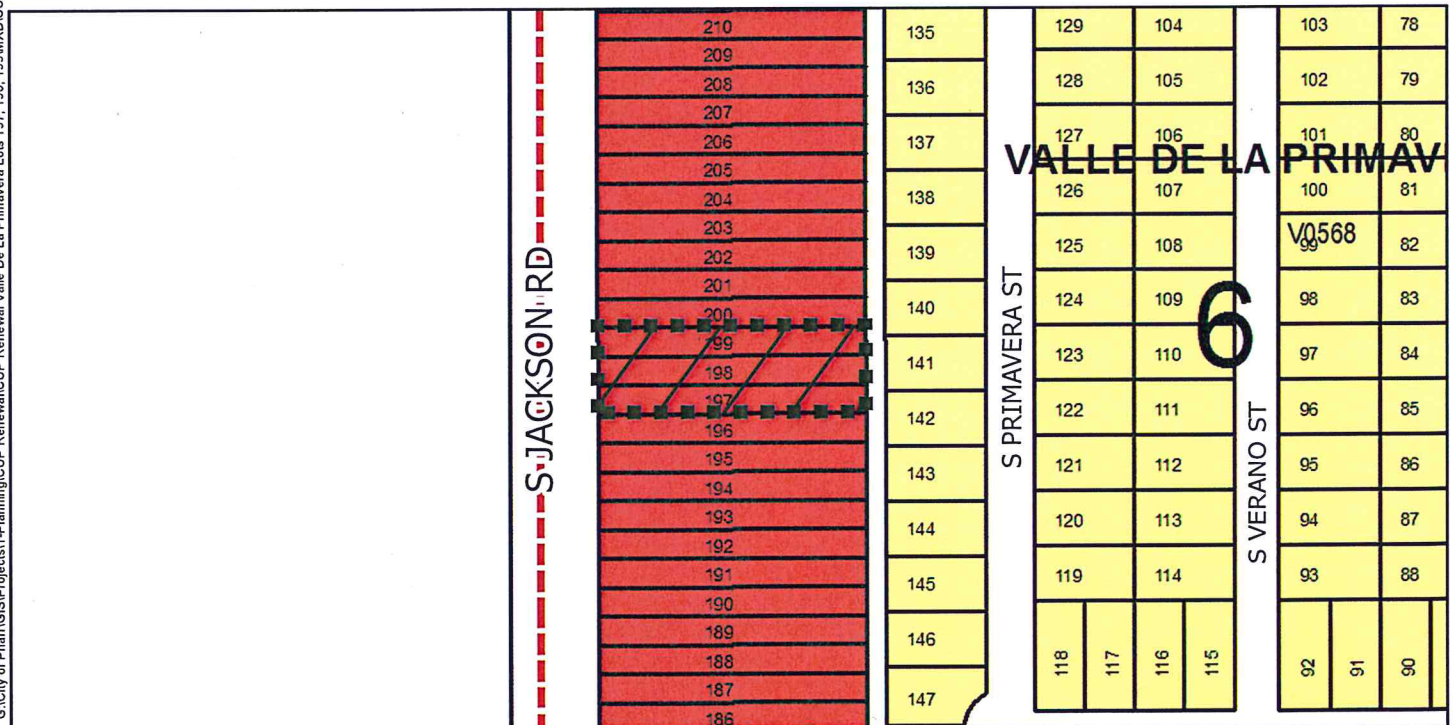
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for 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) provided that the site and applicant is in compliance with all City Ordinances and all City Departments requirements.

Conditional Use Permit Renewal
Valle De La Primavera Lots 197, 198, 199
George's Dance Hall/ RGV & Associates



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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
0 100 200 400 600 800 Feet



Date: 6/13/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.5.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP#170637**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Scalisi's Chicago Pizza & More 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#170637**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2019

Conditional Use Permit for ABC –

Scalisi's Chicago Pizza & More

Background:

Scalisi's Chicago Pizza & More is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Scalisi's Chicago Pizza & More.

The property is located at 912 East Nolana Loop, Suites R, S and T. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-SCALISI'S CHICAGO PIZZA & MORE_PATRICIA SCALISE_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 15, 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#170637 (SCALISI'S CHICAGO PIZZA & MORE)
--

GENERAL INFORMATION:

APPLICANT: Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 912 East Nolana Loop, Suites R, S and T.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east and west, Heavy Commercial District (H-C) to the north and Single-Family Residential District (R-1) to the south. 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:

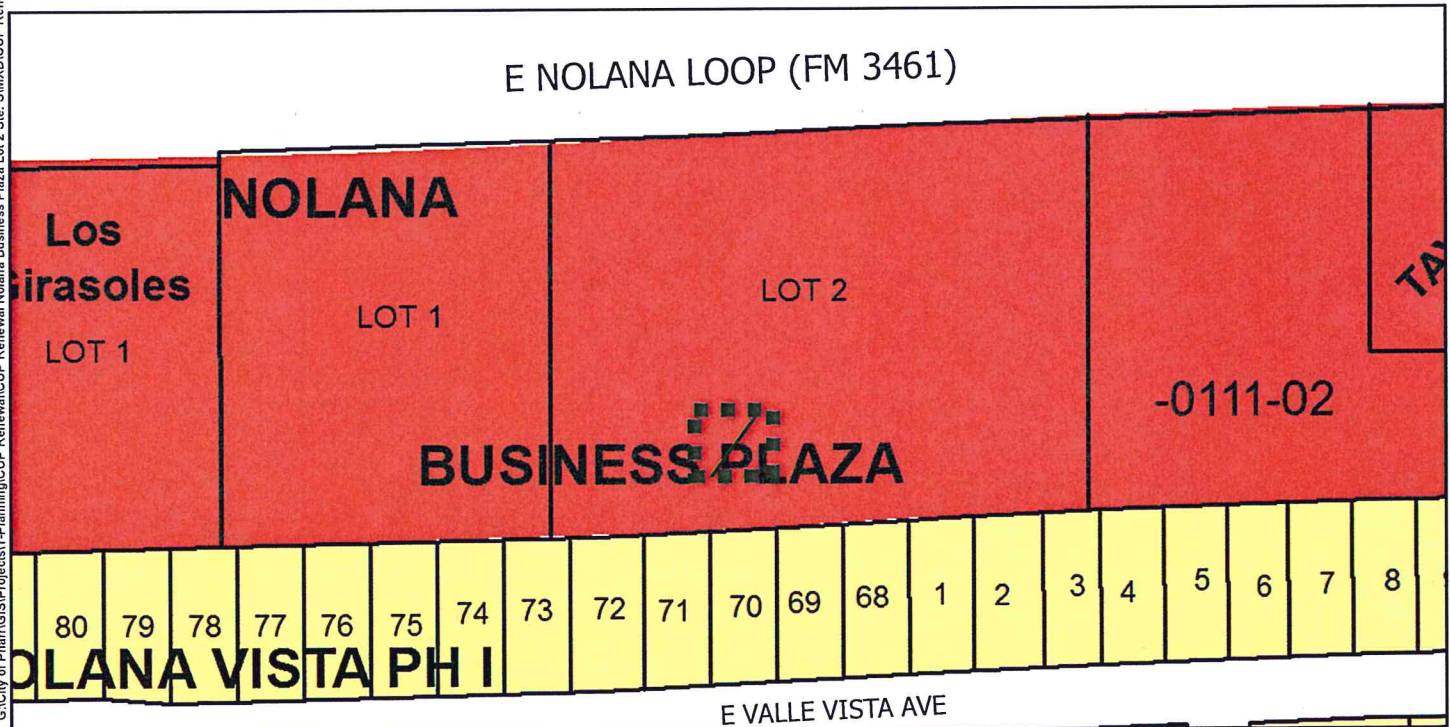
Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to 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.B.6.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sandra L. Gomez, d/b/a Desperados Saloon II, 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 being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5826 South Cage Boulevard. **CUP#160208**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Sandra L. Gomez, d/b/a Desperados Saloon II, 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#160208**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the renewal request for 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 and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2019

Conditional Use Permit for ABC –

Desperados Saloon II

Background:

Sandra L. Gomez, d/b/a Desperados Saloon II, 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 3rd renewal for Desperados Saloon II.

The property is located at 5826 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_S Gomez dba Desperados Saloon II_2016

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov



MEMORANDUM

DATE: MONDAY, JULY 15, 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 RENEWAL FOR ABC – FILE NO. CUP#160208 (DESPERADOS SALOON II)
--

GENERAL INFORMATION:

APPLICANT: Sandra L. Gomez, d/b/a Desperados Saloon II, 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 being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5826 South Cage Boulevard.

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 Single-Family Residential District (R-1) to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

CODE COMPLIANCE:

Recommends approval with conditions of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval with conditions of the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

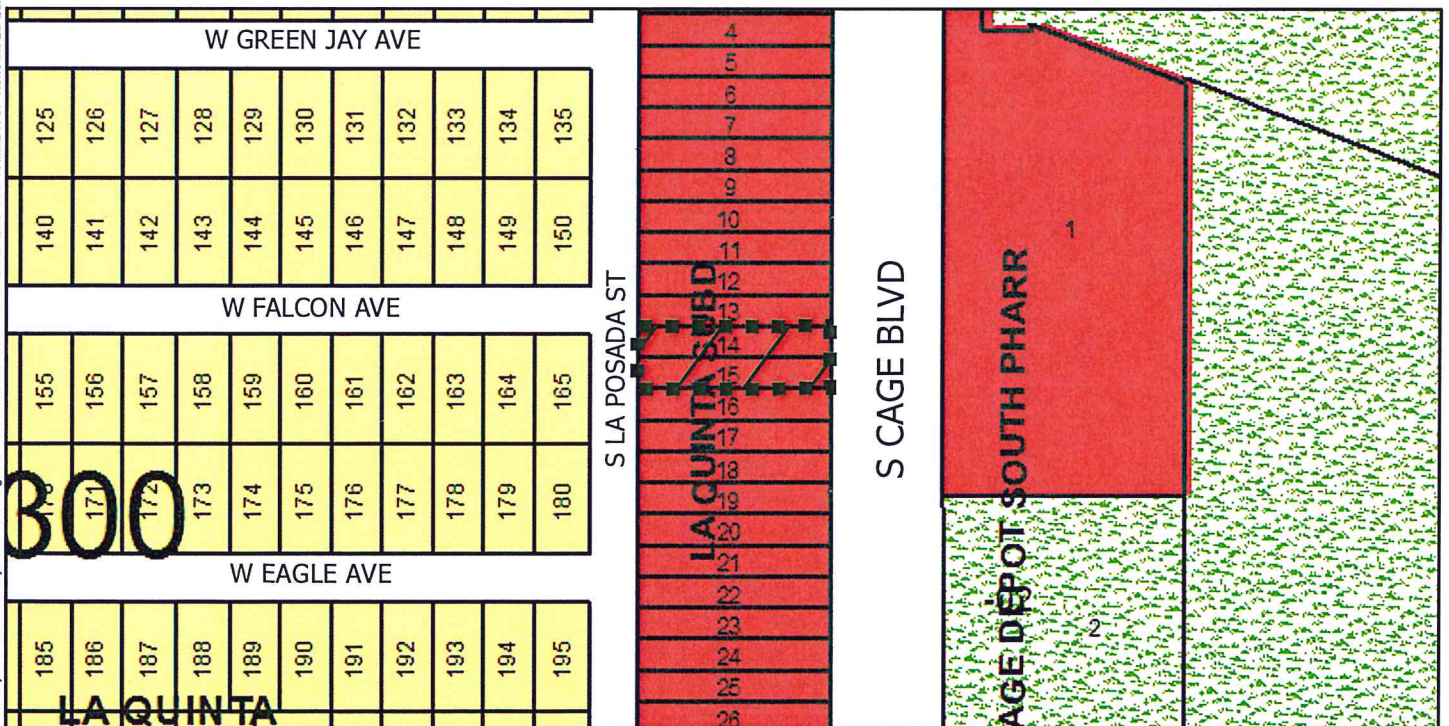
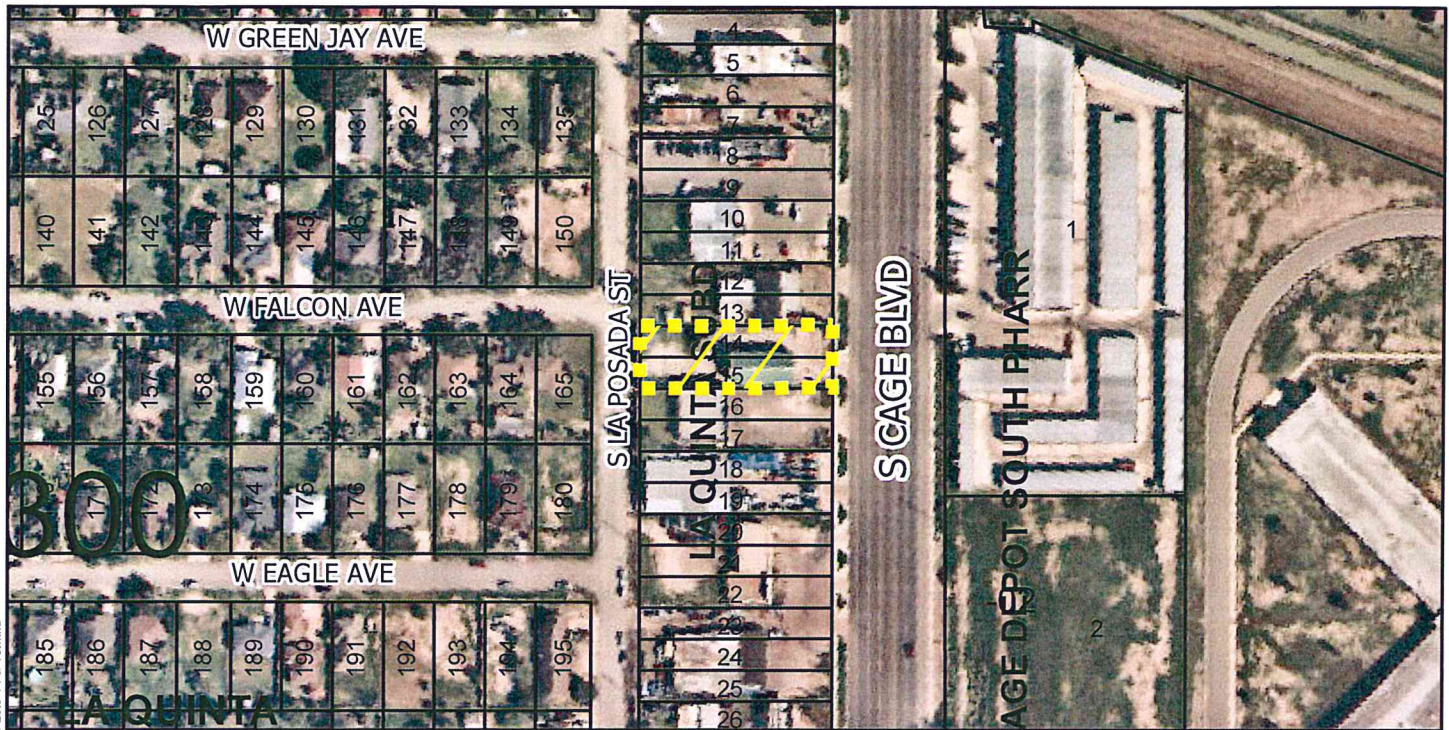
RECOMMENDATIONS:

Development Services is recommending **approval** of the renewal request for 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 and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
La Quinta Subdivision Lots 14 & 15
Desperados Saloon II/ Sandra L. Gomez



G:\City of Pharr\GIS\Projects\1-Planning\ICUP Renewal\La Quinta Lots 14 & 15.mxd



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 1/30/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.7.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M. Rivas, 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 Single-Family Residential District (R-1). The property is legally described as being a 0.35 acre tract of land, out of a 3.00 acre tract of land, out of the South 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, of Porcion 68, Pharr, Hidalgo County, Texas. The property's physical address is 1618 West Anaya Road. **COZ#190643**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M. Rivas, 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 Single-Family Residential District (R-1). **COZ#190643**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone Single-Family Residential District (R-1) 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 Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: July 15, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190643

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: June 11, 2019

1. **Applicant:** Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M. Rivas, owners.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).
3. **Nature / Intent of Request:** In order to develop and construct a single-family residential home.

4. **Routing to Staff:**

A. Roland Gomez, Assistant Director

[Signature]
Initials

7/2/19
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

7/2/19
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

7/8/19
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 15, 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 Single-Family Residential District (R-1): Being a 0.35 acre tract of land, out of a 3.00 acre tract of land, out of the South 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, of Porcion 68, Pharr, Hidalgo County, Texas. The property's physical address is 1618 West Anaya Road.

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:

Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M. Rivas, 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 Single-Family Residential District (R-1) in order to develop and construct a single-family residential home on said property.

The subject site is located north side of West Anaya Road with a physical address of 1618 West Anaya Road. The property consists of one tract of land legally described as being a 0.35 acre tract of land, out of a 3.00 acre tract of land, out of the South 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, of Porcion 68, Pharr, Hidalgo County, Texas.

The property fronts West Anaya Road, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). On June 16, 2009, the property to the north of the 3.00-acre tract of land was zoned Limited Industrial District (L-I) and a portion of the property to the west of the 3.00-acre tract of land was zoned Single-Family Residential District (R-1) upon annexation into the City Limits on May 06, 2003. The remaining portion of the property to the west, the property to the east and the property to the south are all zoned Agricultural and/or Open Space District (A-O). 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 Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Eight (8) 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 Single-Family Residential District (R-1) 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 Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) 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

Roxanne Rivas, representing Amelio Rivas Jr. and Gloria M.
Rivas, owners.

APPLICANT

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

CURRENT ZONE

1618 West Anaya Road

ADDRESS

Single-Family Residential District (R-1)

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

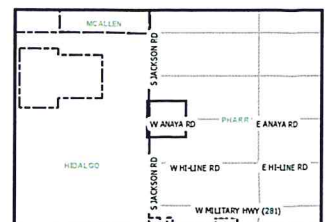
July 1, 2019

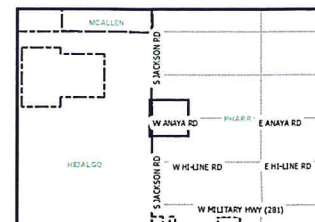
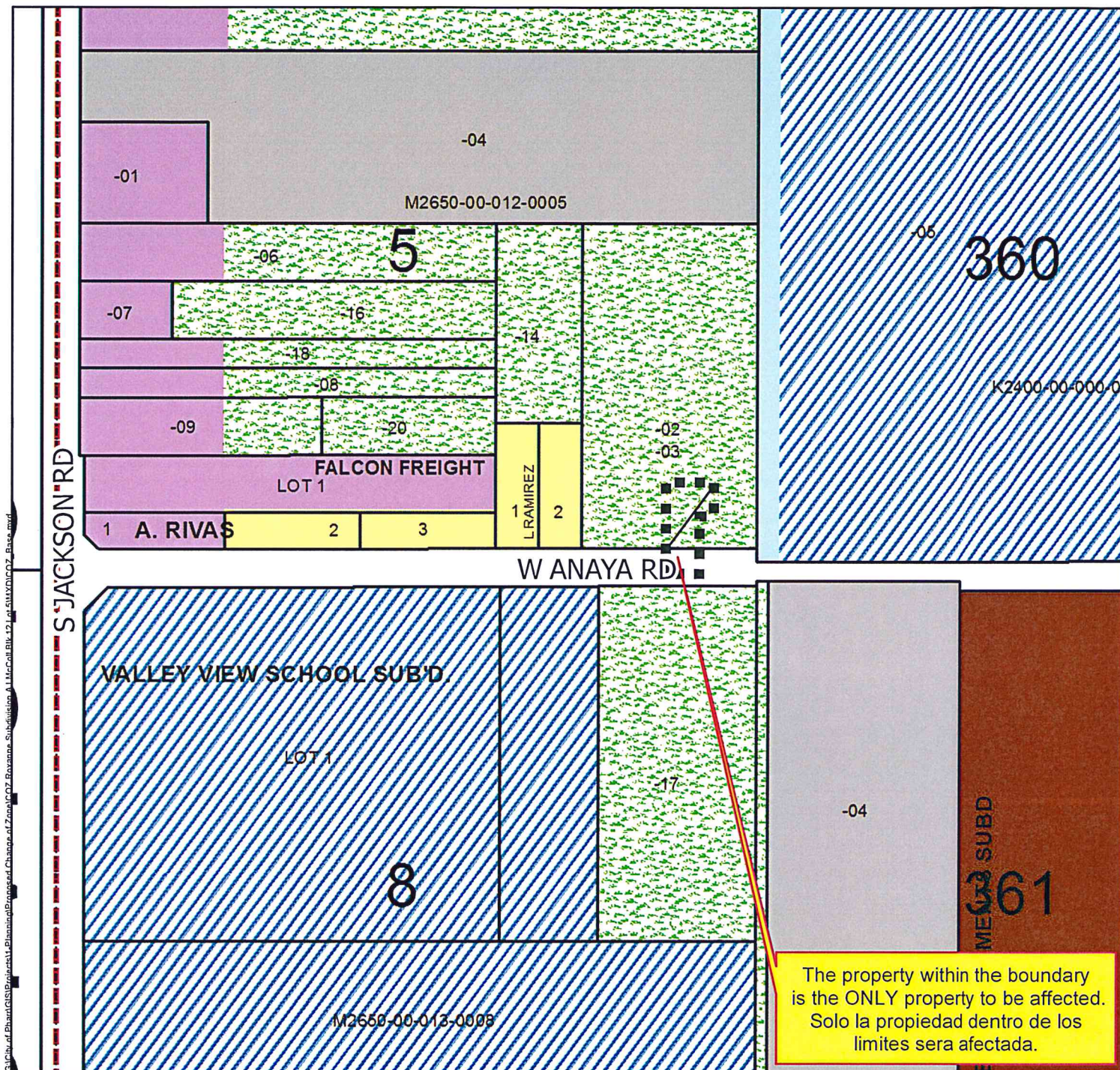
DATE



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

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.







MAP
OF
ROXANNE
SUBDIVISION

City of Pharr, Texas

BEING A SUBDIVISION OF 0.35 ACRE
TRACT OF LAND OUT OF A 3.00 ACRE
TRACT OF LAND, OUT OF THE SOUTH
24.19 ACRES OF LOT 5, Block 12,
A.J. McCall Subdivision, of Porcion 88,
Hidalgo County, Texas,
According to plat recorded in
Volume 21, Page 597, Deed Records,
Hidalgo County, Texas.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, the undersigned, owners of the land shown on the plat, and designated herein as the "ROXANNE SUBDIVISION", TO THE CITY PHARR, COUNTY OF HIDALGO, TEXAS, HEREBY CERTIFY THAT THE PROPERTY AND INTEREST THEREIN ARE BEING OFFERED TO THE PUBLIC FOR THE PURPOSES OF THE ALLEY, PARKS, WATERCOURSES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES CONSIDERATION THEREIN EXPRESSED.

By: Antonio Rivas Jr. & Gloria M.
1600 W. ANAYA RD
Pharr, Tx 78577-9887

STATE OF TEXAS,
COUNTY OF HIDALGO.
I, the undersigned, authority, on this day personally appeared Antonio Rivas Jr. & Gloria M., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

STATE OF TEXAS,
COUNTY OF HIDALGO.
I, the undersigned, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, the undersigned, a REGISTERED PROFESSIONAL LAND SURVEYOR, # 3247 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, the undersigned, STEPHEN SPOOR, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE.

FIELD: EMILY PERIN, I
REGISTERED PROFESSIONAL LAND SURVEYOR
103 WATKINS AVE.
PHARR, TEXAS 78577
TELEPHONE: 361-40870

STEPHEN SPOOR, P. E. REGISTRATION NO. 3670

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION CONFORM WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 4924d. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: DALL E. SEEN, P.E., CEM
GENERAL MANAGER

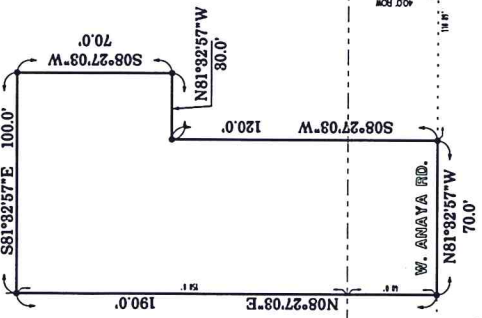
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY EROGATION DISTRICT NO.2 ON THIS _____ DAY OF _____, A.D. 2019.

NO APPROPRIATIONS OF ANY PUBLIC RIGHTS WITHOUT LIMITATION, REEFS, FENCES, AND BUILDINGS SHALL BE PLACED UPON HIDALGO COUNTY EROGATION DISTRICT NO. 2 RIGHTS OF WAY OF EASEMENTS

SECRETARY PRESIDENT

8.00 ACRES - TRACT IN OF PARTITION
DEED RECORDED IN
VOL. 2058, PG. 1112 D/R

LOT 5, PG. 188-184, M/R
KENTLY PLAIN SUBD.



LOT 5
VALLEY VIEW AND SUBDIVISION
VOL. 2776, PG. 125 D/R

METES & BOUNDS

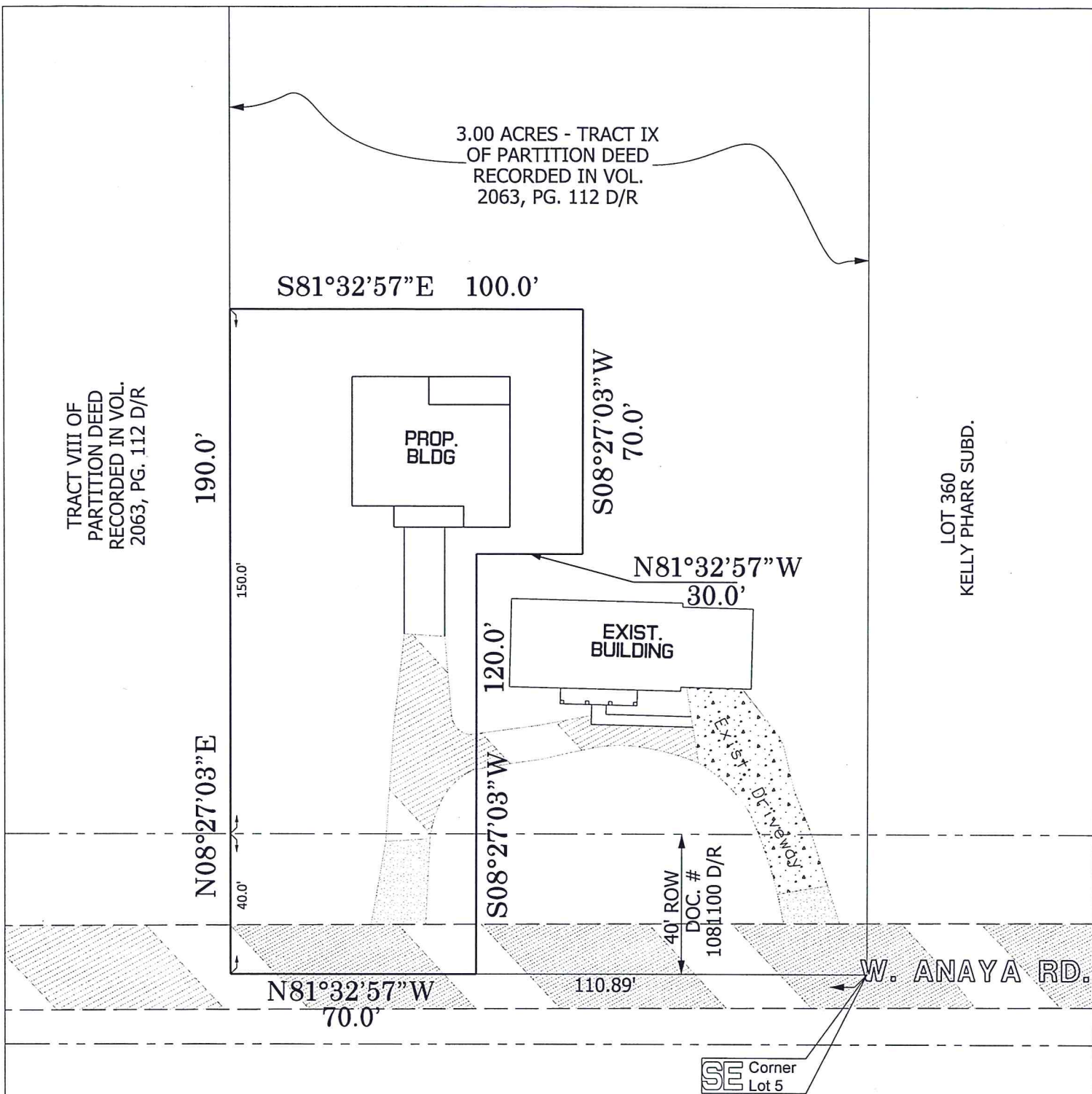
A 0.35 ACRE TRACT OF LAND OUT OF A CERTAIN 3.00 ACRE TRACT OF LAND OUT OF THE SOUTH 24.19 ACRES OF LOT 5, BLOCK 12, A.J. McCall Subdivision of Porcion 88, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 21 PAGE 597, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3.00 ACRE TRACT DESCRIBED AS TRACT IN PARTITION DEED RECORDED IN VOLUME 683, PAGE 12, DEED RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a point on the South line of Lot 5, North 81°32'57" Sec. West, 10.89 feet from the Southeast corner of Lot 5, for the most southerly Southeast corner of the lot containing described tract of land, said point located in West Anaya Road, and being on the South line of said 3.00 acre tract.
THENCE, with the South line of Lot 5, and the South line of said 3.00 acre tract, in West Anaya Road, North 81°32'57" Sec. West, 70.0 feet to the Southwest corner of said 3.00 acre tract for the Southwest corner hereof.
THENCE, with the West line of said 3.00 acre tract, North 08°03'27" Min. 03 Sec. East, at 400 feet pass the North line of West Anaya Road, and at 800 feet, a point for the Northwest corner hereof.
THENCE, parallel to the South line of Lot 5, South 81°32'57" Sec. East, 1000 feet to a point for the Northeast corner hereof.
THENCE, parallel to the East line of Lot 5, South 08°03'27" Min. 03 Sec. West, 700 feet to a point for the most northerly Southeast corner hereof.
THENCE, parallel to the South line of Lot 5, North 81°32'57" Sec. West, 300 feet to a point for the Northeast corner hereof.
THENCE, parallel to the East line of Lot 5, South 08°03'27" Min. 03 Sec. West, at 800 feet pass the North line of West Anaya Road, and at 1000 feet the POINT OF BEGINNING. Containing 0.35 acre of land, more or less, of which the South 400 feet, comprising 0.06 acre, lies in West Anaya Road.

- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- OWNERS ARE TO MAINTAIN DETENTION / RETENTION AREAS.
- OWNERS ARE TO MAINTAIN RIGHT OF WAY AND PERMETER OF SUBDIVISION.

NOTES:

- MIN FINISH FLOOR ELEVATION SHALL BE 9 INCHES ABOVE CENTERLINE OF PAVEMENT MEASURED AT FRONT CENTER OF LOT.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF PHARR ZONING ORDINANCES.
- THIS PROPERTY FALLS IN ZONE "R-1" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480234 - 0500 DATED JAN. 2, 1981. B IS DESCRIBED AS AREAS BETWEEN THE 100 YEAR AND 500 YEAR FLOOD ON AREAS SUBJECT TO 100 YEAR FLOODING AND 500 YEAR FLOODING. CONTRIBUTING DRAINAGE AREAS IS LESS THAN ONE (1) MILE. OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
- 50' SIDEWALK IS REQUIRED ALONG W. ANAYA RD. AND SHALL BE CONSTRUCTED BY THE OWNER AT OWNERS EXPENSE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT. TEXAS ACCESSIBILITY ACT (TAA) REQUIREMENTS FOR BUILDINGS & LANDINGS SHALL BE REQUIRED AT THE SUBDIVISION PHASE.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE DETENTION SHALL BE ESTIMATED THAT AN AREA OF APPROXIMATELY 0.035 ACRES AND A VOLUME OF 107 AS-FI WILL BE REQUIRED FOR THIS PROPERTY. THIS ESTIMATE ONLY AND DETAILED ANALYSIS MAY BE REQUIRED. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN SUBMITTED AND APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- NO STRUCTURAL IMPROVEMENTS WILL BE ALLOWED ON EASEMENTS OF ANY KIND.
- UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 12" DIAMETER BY 8' LONG STEEL ROD.
- CITY OF PHARR BENCHMARK MONUMENT NO. 49, SET BY J.E. SENEZ AND ASSOCIATES, INC., LOCATED AT POLK AVE. AND SAN FRANCISCO ST. ELEV. 1145 (N 19500887) AND E 1083244 (951)
- EROSION AND SEDIMENTATION CONTROL SHALL ADOPT CURRENT TYPES AND SWPP REGULATIONS
- LANDSCAPING IS REQUIRED AS IN ACCORDANCE WITH CITY OF PHARR ORDINANCES



SITE PLAN FOR

A 0.35 ACRE TRACT OF LAND OUT OF A
3.00 ACRE TRACT OF LAND, OUT OF
THE SOUTH 24.19 ACRES OF LOT 5,
BLOCK 12, A.J. MCCOLL SUBDIVISION,
OF PORCION 68, HIDALGO COUNTY,
TEXAS, RECORDED IN VOL. 21, PG.
597, DEED RECORDS



JUNE 7, 2019
1"=40'

Prepared by:

Spoor Engineering Consultants, Inc.

Consulting Engineers - Civil Land Planning

FIRM # F-6003

202 South 4th. Street McALLEN, TEXAS 78501

SEC@spooreng.com

(956) 683 1000







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 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 - 7/11/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: July 10, 2019

MEETING DATE: July 17, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting preliminary plat approval of the proposed Fox Subdivision. The property is legally described as being a 3.32 acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of South Jackson Road. **SUB#190515**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting preliminary plat approval of the proposed Fox Subdivision. **SUB#190515**

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Fox Subdivision **with the variance** subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed Fox Subdivision **with the variance**.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
City Management Office

Created/Initiated - 7/10/2019
Approved - 7/10/2019
Final Approval - 7/10/2019



MEMORANDUM

DATE: MONDAY, JULY 15, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: FOX SUBDIVISION FILE NO. SUB#190515

GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting preliminary plat approval of the proposed Fox Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 3.32 acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1500 Block of South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) and Medium Density Multi-family District (R-3) to the north, Agricultural Open Space District (A-O) to the east and south and city limits to the west. The property is designated for commercial and single family use in the Land Use Plan.

PROPERTY PROPOSED USE: Indoor school for soccer.

VARIANCES: See attached letter.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Fox Subdivision **WITH THE VARIANCE** subject to the following conditions:

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

1. Provide distance from existing R.O.W. and proposed to existing building.

EASEMENTS:

1. Easement to the City to read: "Exclusive easement to City of Pharr".
2. Provide a 5' Landscaping easement after the 10 ft. utility easement.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report needs approval from H.C.D.D. #1.
2. Provide cross section of detention.

OTHER:

1. Provide surveyors seal and signature.
2. Plat note #10, to read Landscaping as per City of Pharr Ordinance.
3. Provide basis of bearing.
4. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed Fox Subdivision **with the variance**.

July 2, 2019

Eddie Martinez
Planning Department
City of Pharr, Texas

Re: Fox Subdivision

Eddie,

As agent for the Owner of the above referenced site, I hereby request a variance to the front minimum building setback requirement. The existing building, that is at least 40 years old, is located approximately seven feet from the proposed additional 20 feet of dedicated Jackson road Right-of-Way.

The City's Zoning Ordinance requires a front setback of 40 feet, 1/3 of the 120 foot Jackson Road projected right of way.

The Variance requested is for a 33 foot encroachment into the 40 foot required setback.

Please advise if additional information is required

Sincerely,

Steve Spoor

Steve Spoor, P.E.



Pharr Fire – Rescue

118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

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



Subdivision: FOX Subdivision Staff

Reviewed By: Dago Soto

Date: 06/26/19

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:

1. Access road to property shall have a minimum of 26 feet with a turnaround
2. Shall move Fire Hydrant near the detention area further west

STAFF REVIEW FOR: *FOX SUBDIVISION*

COMMENTS: Initials: J.V. / O.D.L. / R. B JUNE 25, 2019

WATER:

- Will need to verify utilities at location
- Relocation of Fire Hydrant out of detention area
- Water line will need to be C900 DR18
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to verify utilities at location
- Will need to relocate M/H out of Detention area
- 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: _____



Pharr

Public Works



SUBDIVISION COMMENTS

PHARR PUBLIC WORKS • 1015 E. FERGUSON AVE • PHARR, TX 78577 • 956.402.4350

PROJECT: Fox Subdivision

DATE: 06/25/2019

PLAT	3.32 acres
-------------	-------------------

- | |
|---|
| 1. Add note: "Owners are to maintain detention/retention areas" |
|---|

GENERAL NOTES

1. All drainage construction shall comply with City of Pharr standards
2. City of Pharr Discharge permit required if discharging to city owned storm drain system.
3. Must submit **a digital copy (in USB) and three (3) hard copies** of the Stormwater Pollution Prevention Plan with pre-construction plan. Will be reviewed and must be approved prior to **any** earthwork disturbance or issuance of N.T.P
4. An approved drainage report is required for all new subdivision and/or all developments

ADDITIONAL COMMENTS:

1. There shall be a copy of the approved Erosion & Sediment Control Plan in each set of construction plans (8).

****Please contact the Public Works Department with any questions on the items listed above****

Cynthia Puente
Environmental Supervisor

SUBDIVISION: Fox Subdivision**DATE:** June 27, 2019**REVIEW:** Preliminary (Revised comments Plans Dated 06-14-19)**PLAT**

1. Note No. 4--- Revise note to say... "A 5.0' sidewalk with ADA compliant wheelchair ramps and landings shall be required along east side of S. Jackson Rd., at the time of building permit stage."
2. Note No. 6--- Revise note to say... "No structure shall be built on top of any easements or lot lines."
3. Note No. 8--- Please verify the correct monument has been used.
4. Note No 10--- Revise note to say... "Landscaping as per City of Pharr ordinance".
5. Add Note---"Owners to maintain detention/retention area".

SITE PLAN

1. Utilities will not be allowed inside drainage easements. Relocate both sanitary sewer cleanout and manhole outside of the drainage easement.
2. Proposed 900 LF of 6" bleeder line going east through the north side of Encanto Ridge Subdivision to the drain ditch will not be allowed. *Maintenance issue for Public Works in the future.* Propose new storm sewer connection along S. Jackson Rd. An 8" bleeder line will be allowed to any existing city-storm sewer system.

DRAINAGE

1. Drainage report needs approval from H.C.D.D. No. 1
2. Drainage plan to be reviewed and approved at building permit stage.

ADDITIONAL COMMENTS

Javier Lopez

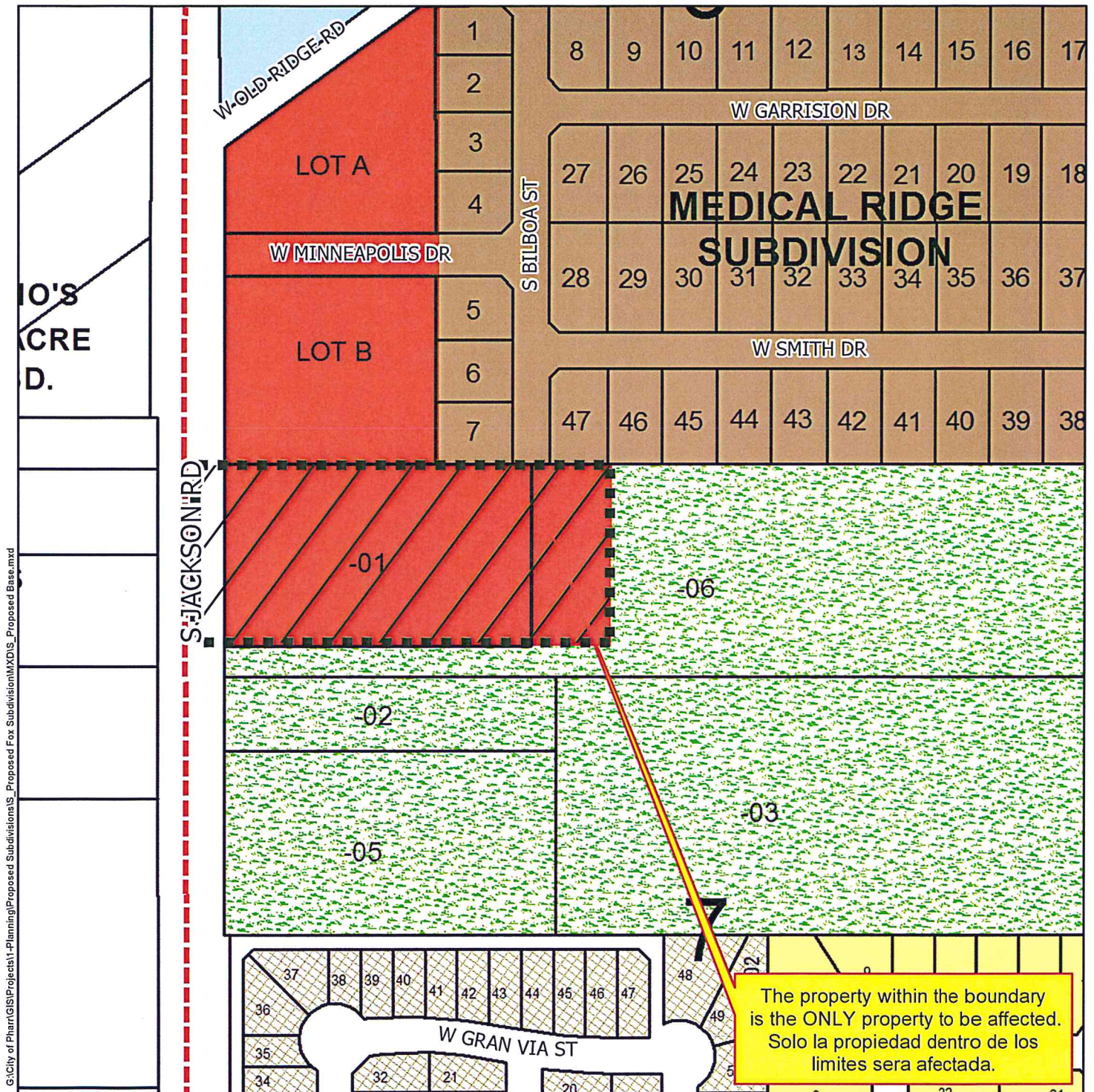
Subject: Fox Subdivision
Location: City of Pharr

Start: Tue 6/25/2019 2:00 PM
End: Tue 6/25/2019 2:30 PM

Recurrence: (none)

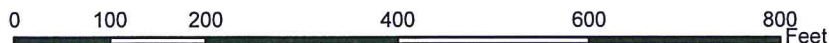
Organizer: Javier Lopez

Must provide an easement along the north side of property to the east property line.
Must show the delivery point on the north west corner of property.
No easements shall cross HCID ROW.
All HCID easements /ROW are exclusive.



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

Scale: 1 inch = 200 feet





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 #: 6.A.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-32 renaming the Pharr Beautification Committee to Keep Pharr Beautiful Committee. *(1st Reading)*

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
Patricia Rigney
City Management Office

Created/Initiated - 7/11/2019
Approved - 7/11/2019
Final Approval - 7/12/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NOS. O-2017-32, O-2017-23, O-76-09, AND O-72-20 RENAMING THE PHARR BEAUTIFICATION COMMITTEE TO KEEP PHARR BEAUTIFUL COMMITTEE, REPEALING ALL ORDINANCES AND AMENDMENTS IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

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

City of Pharr Code of Ordinances is hereby amended, and the following sections shall read as follows:

Sec. 2.01.1 ARTICLE 1. NAME

The name of the Pharr Beautification Committee shall be changed to Keep Pharr Beautiful Committee.

Sec. 2.01.2 ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the committee is to exercise the powers and duties of the **Keep Pharr Beautiful Committee** of the City of Pharr. It shall promote and encourage the beautification of the City through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving the beauty and cleanliness of the City. Such Committee shall also perform other duties as may be necessary and directed by the Pharr Board of Commissioners.

Sec. 2.01.3 ARTICLE 3. MEMBERSHIP.

- (A) The **Keep Pharr Beautiful Committee** is composed of five members appointed by the Board of Commissioners.
- (B) Members serve at the pleasure of the city council. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Board of Commissioners shall appoint two (2) one (1) year members, two (2) two (2) year members and on (1) three (3) year members. All cases to be heard and ruled upon will always be heard by a minimum of three (3) members.

- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the **Keep Pharr Beautiful Committee** or Board of Commissioners has been taken on the specific issue.
- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Parks and Recreation of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda, or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty-day notice so the Board of Commissioners can appoint a replacement.
- (H) All committee members must be a resident of the City of Pharr.
- (I) The Director of Parks and Recreation and the Assistant Director of Parks and Recreation shall be ex officio members of the Keep Pharr Beautiful Committee without a right to vote but will provide technical support and expertise to the Commission. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.
- (J) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.

- (L) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.

Sec. 2.01.4 ARTICLE 4. OFFICERS.

- (A) The officers of the committee shall consist of a chairman and a vice-chairman and secretary.
- (B) The chairman is appointed by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Should the Mayor fail to recommend a chairman for each committee, committee or commission, and/or the Board of Commissioners fails to approve any Chairman recommended by the Mayor, a majority of the Board of Commissioners plus one (Super-majority) may approve appointment of a chairman. The other officers (except for parliamentarian) shall be elected annually by a majority vote of the commission at the first regular meeting in January. In the event a current officer becomes ineligible to serve as an officer, the commission may hold an emergency election as needed for all officers.
- (C) The term of office shall be one year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a committee for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office.
- (D) A member may not hold more than one office at a time.

Sec. 2.01.5 ARTICLE 5. DUTIES OF OFFICERS.

- (A) The chair shall preside at committee meetings, appoint all sub-committees, and represent the committee at ceremonial functions.
- (B) In the absence of the chairman, the vice-chair shall perform all duties of the chair.
- (C) In the absence of both the chairman and the vice-chair the secretary shall perform the duties of the chairman.
- (D) In the absence of all officers the most senior member by appointment date shall chair the meeting.

Sec. 2.01.6 ARTICLE 6. AGENDAS.

- (A) Items may be placed on the agenda by the chairman, Director of Park and Recreation, the City Manager or his designee or at the request of two or more committee members. The requests must be at least five days before the meeting. Committee members must consulting with and receiving input from the Director of Parks and Recreation. The Director shall seek consultation from the City attorney as to the legalities of the agenda item(s) and whether it is within the committee's discretion.
- (B) Staff shall assemble all regular meeting items as directed by City ordinance and internal city policy.
- (C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

Sec. 2.01.7 ARTICLE 7. MEETINGS.

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.
- (C) All meeting of the committee shall be open to the public. The committee shall keep minutes of its proceedings showing the vote of each member on each questions, or if absent or failing to vote. The Director of Development Services shall be custodian and possessor of records and minutes of the meetings.
- (D) The committee shall meet at least twice a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline or a deadline established by Council.
- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least 3 members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.

- (I) The committee shall allow citizens to address the committee on agenda items and during a period of time set aside for citizen communications. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the committee and those appearing in opposition to the same, no discussion shall be held by a member or members of this committee with the applicant, appellant, or opposition, who is attempting to influence any committee member concerning the application or other matter involving an applicant or appellant before the committee either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.
- (J) The Parks and Recreation staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (K) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Recreation Department shall retain all other committee documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).
- (L) Each person and committee member attending a committee meeting should observe proper decorum.
- (M) Debate and motions. Motions are usually classified in several ways:
 - (1) Main motion
 - (2) Subsidiary motion/Un-debatable motions;
 - (3) Privileged motions; and
 - (4) Fully-debatable motions.

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

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

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

Fully-debatable motions are subject to unlimited discussion prior to a decision.

One of the most important principles of debate is that committee member's statements be directly relevant to the item under consideration. Committee members recognized by the chairman are given the floor only for the purpose of discussing the item then pending, and they are out of order if they depart from that item. "Debate" can easily evolve into statements of personal philosophy. As interesting though as these statements may seem to the speaker, such departures do not belong in a commission meeting.

Sec. 2.01.8 ARTICLE 10. AMENDMENT OF BYLAWS.

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

SECTION 2: Severability Clause

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

SECTION 3: Repealing Clause

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

SECTION 4: Effective Date

This ordinance shall be effective immediately upon passage.

SECTION 5: Penalty Clause

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the **Pharr Keep Pharr Beautiful Committee**.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the _____ day of _____, 2019, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the day of , 2019, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the day of , 2019 A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-33 regulating business, storage, disposal, registration and haulers for tires. *(1st Reading)*

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Tire ordinance currently charges \$1.50 for recycling passenger tires and \$5.00 for semi-truck tires. The amendment would raise tire recycling prices to \$3.00 for passenger tires and \$10.00 for semi-truck tires. The raise in prices is still lower than prices charged at businesses to recycle tires privately.

The ordinance will also be amended to move the tire permit cycle from October to January.

Financial Consideration:

Staff Recommendation: Staff recommends approval to stay with trends in prices and help City recover tire recycling costs.

Alternatives:

ROUTING:

Ricardo Pedraza

Hilda Pedraza

Patricia Rigney

City Management Office

Created/Initiated - 7/11/2019

Approved - 7/12/2019

Approved - 7/12/2019

Final Approval - 7/12/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2010-33 CREATING AUTHORITY; DEFINITIONS; ENFORCEMENT; PENALTIES; REGULATION OF TIRE BUSINESSES AND REGULATIONS FOR THE PROPER STORAGE; DISPOSAL OF TIRES; REGISTRATION OF CERTAIN TIRE BUSINESSES AND TIRE HAULERS; INCLUSION IN CITY OF PHARR CODE OF ORDINANCES; REPEALING CONFLICTING ORDINANCES; AND AN EFFECTIVE DATE

WHEREAS, the City administration and the City Council have determined that tires are being improperly disposed of throughout the City of Pharr; and

WHEREAS, improperly discarded tires are a prime reproduction site for the mosquito which is the vector for the spread of dengue fever. Used tires also provide habitats for rodents, insects, and other vermin, and present a fire hazard to the residents of the City of Pharr; and

WHEREAS, the improper disposal of waste tires found throughout various areas of the city of Pharr is a major fiscal and waste management problem to the City; and

WHEREAS, it is the intent and purpose of the City to provide for the public health, safety and welfare of the residents of the City of Pharr specifically as it relates to the improper disposal of tires in the City and to eliminate the fiscal and waste management problem resulting from such improper activity; and

WHEREAS, the City Administration and Council of the City of Pharr have determined it to be in the best interest of the citizens of Pharr to adopt this ordinance for the protection of the citizens and to establish standards for transporting, proper disposal of tires and the permitting of tire businesses engaging in the resale of tires or that generate waste tires; and

WHEREAS, the City Administration and Council of the City of Pharr deem it necessary to also require the permitting and registration of waste tire haulers engaged for the purpose of transporting used or waste tires to tire recycling or disposal facilities; and hold residents accountable for such actions as to cause or let cause the illegal disposal of used or waste tires within any part of their property including street right-of way.

TIRE BUSINESS AND TIRE HAULER REGISTRATION

Section 26-186. Purpose and Intent. It is declared to be the purpose and intent of the City to protect the public health, safety, and welfare of its citizens, prevent the spread of disease and creation of nuisances, and to protect and enhance the quality of its environment. The purpose of this Article is to institute and maintain a comprehensive city-wide program for tire disposal which will assure that the storage, transportation, collection, processing and disposal of tires does not adversely affect the health, safety, and well-being of the public and does not degrade the quality of the environment.

Section 26-187. Definitions. As used in this Article, the following words and phrases shall have the meaning ascribed to them herein:

A. "*Dump*" shall mean to throw, discard, place, deposit, discharge, bury, or dispose of.

B. "*Health Director*" shall mean the person designated as being Director of Health Department of City of Pharr or Authorized representative(s) who are empowered to enforce the provisions of this article.

C. "*Manifest*" shall mean a form or document used for identifying the quantity and the origin, routing, and destination of tires during transportation from the point of generation, through any intermediate points, to an end user, processor or disposer.

D. "*Mobile Tire Repair Road Service Unit*" shall mean and include any motorized vehicle occupied, used or maintained for the purpose of providing tire repair road services that include selling, offering or exposing for sale, keeping with the intention to sell, generating, repairing, processing, storing, utilizing and disposing of any and all types of tires.

E. "*Person*" shall mean any and all persons, natural or artificial, including any individual, firm or association.

F. "*Tire*" shall mean a continuous solid or pneumatic rubber covering encircling the wheel of a bicycle, motorcycle, automobile, truck, trailer, tractor or other vehicle.

G. "*Tire Business*" shall mean and include any place or establishment engaged in the business of reselling tires or that generates waste tires and is occupied, used or maintained for the purpose of offering, transporting, repairing, processing, storing, utilizing and disposing of any and all types of such tires.

H. "*Tire Recycling Facility*" shall mean any facility, mandated and licensed which recycles or properly disposes tires.

I. "*Scrap/Used/Waste tire*" shall mean a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect. Waste tire also includes any tire that is destined for a tire disposer or reprocessor (i.e. recapper).

J. "*Waste tire hauler*" shall mean any person or company engage in the business of picking up or transporting waste tires for the purpose of removal to a tire recycling facility, waste tire disposer, processor, end user, or disposal facility.

K. "*Waste tire disposer*" shall mean any person or company who is approved to receive waste tires from waste tire generators or waste tire haulers for the purpose of waste tire processing, shredding or otherwise facilitating recycling or resource recovery techniques for waste tires.

L. " *Waste tire generator*" shall mean any person or entity that generates waste tires. Generators may include, but are not limited to: retail tire dealers, retreaders, tire shops, waste tire disposers not approved by TCEQ, EPA, automotive dealers, maintenance shops, garages, service stations, any tire business.

Section 26-188 Residential Property. Owners or renters of property within the City of Pharr's city limit and its E.T.J. may not cause or let cause, suffer the accumulation of scrap, waste tires within their private property or right-of-way. City of Pharr will not pick up used or waste tires from private property or right-of way.

- A. **Accumulation.** No Residential zoned property will be allowed to store more than five (5) Scrap, waste tires on or around property which they own or occupy. In case of a tire dump, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this ordinance. City of Pharr shall not be responsible for any cost of cleanup or remediation.
- B. **Right-of-way.** Scrap, Used Tires are not to be placed on street Right-of-way. Residential properties that cause or let cause the accumulation of used tires on street right-of-way shall be solely responsible for the pick-up and delivery of such used tires to a tire recycling facility at their own cost.
- C. **Enforcement.** The City of Pharr Code Enforcement Division, Police Department and Public Works Department shall be responsible for enforcement of ordinance.
- D. **Disposal of tires.** Residents can dispose of four (4) rimless passenger tires a month at City's recycle center free of charge. Any tire thereafter can be disposed of for a fee of \$3.00 each.
- E. **Violation and Penalties.** Any resident violating or failing to comply with any provision of this ordinance shall be guilty of a misdemeanor, subject to a civil penalty of \$100.00 up to \$1,000.00 for each offence as determined by the City's Municipal Court. Each day of continued violation(s) shall constitute a separate offence. The expenses incurred by the City of Pharr for cleanup, enforcement of violations and penalties shall be chargeable to the violator, including, but not limited to: court costs, filing fees, special investigations, mutual aid assistance from other agencies and other costs necessary for the reasonable enforcement of this ordinance. Remedies will be as follows:
 - 1. In the event that any person violates any provision of this ordinance, the City or other appropriate authority may, in addition to other remedies, institute an action for injunction, cleanup or stop work orders, mandamus, irreversible damage fines, lien on property or other appropriate action or proceeding to prevent such unlawful acts or to correct or abate any such violation. In addition, the City may immediately revoke or suspend any and all business issued permit until such time that compliance is met, or until the ruling of a Court of competent jurisdiction is obtained, at which time respective permits may be reissued; and

2. Upon finding evidence of violation, a Notice of Violation may be issued at the discretion of the enforcing officer(s) in lieu of a citation. In the absence of corrective action or in the event that a second violation occurs, the evidence constituting the Notice of Violation may be submitted as evidence for consideration as a first offense before a Court with competent jurisdiction; and
3. If a person is found guilty of a violation of the provisions of this ordinance, the Court and/or the City Commission may cause written notice to be given or incorporate into the Court Order to the violator instructing that person to properly address any provision still remaining in violation of this ordinance for which said violator is convicted.

Section 26-189 Tire Business Permits. All tire businesses located within the City limits and it's E.T.J., engaging in the resale of tires or the generation of waste tires shall be issued a permit annually by the City of Pharr, Public Works Department for a non-refundable fee of thirty-five (\$35.00) dollars. Tire businesses with multiple locations must purchase a permit for each location. Tire businesses that have their own trucks utilized to transport waste tires will receive one (1) decal included with the permit fee. A separate decal must be purchased by such business for any additional truck utilized by the tire business to transport waste tires at a cost of twenty (\$20.00) dollars per decal. If such business has a Mobile Tire Repair road service unit the permit/decal will be one hundred dollars (\$100.00) for each unit in service. The City's Code enforcement department will conduct random inspections of such tire business for the sake of monitoring compliance with the foregoing requirement.

A. Application. Every person, firm or corporation obligated to comply with the permit requirement set forth herein shall make written application to the City. The application shall be made on a form obtained from the City of Pharr, Public Works Department, setting forth, among other things the following:

1. Name, physical address, telephone and facsimile number (if applicable), of the applicant.
2. Tax identification number or tax payer identification number.
3. Proof of current county business license, issued to the applicant at the proposed business address.
4. Conditional Use Permit issued by Planning and Zoning Department.
5. Name, mailing address, telephone and facsimile number of the owner of the tire business (if different from #1 above).
6. Estimated number of tires that will be stored on site.
7. The current physical address of the site.
8. A statement setting forth and describing the available space for properly accommodating and protecting all tires (site plan showing storage area and buildings).
9. Proof of insurance required as per Texas Financial Responsibility laws.

10. Such other and further information as the Public Works Department may require.

B. Annual Fees.

1. All permit and decal fees are due annually by January 1st, of each calendar year at the City of Pharr's Public Works Department office. These annual fees shall be paid in advance of the issuance of such permit and decal and shall be prorated as necessary.
2. A current valid permit or decal may be replaced by the Public Works Department for a fee of twenty (\$20.00) dollars.

C. Issuance. The Public Works Department shall issue a permit and decal to a tire business which submits the required and completed application, pays to the City the fee as required in this Article, and has demonstrated compliance with this Article and all applicable city ordinances. Each tire business registered in accordance with the provisions of this Article shall immediately post such permit and decal in a prominent manner, or cause such permit to be posted in conspicuous place within the premises where such tire business is thereby authorized to be established, maintained or operated. The decal shall be conspicuously displayed on each vehicle owned by such tire business that is utilized to transport used or waste tires. Any permit or decal issued hereunder shall not be sold, assigned, mortgaged or otherwise transferred, by doing so, permit and decal shall be revoked and will be considered null and void and person or company will not be allowed to apply for re-issue of permit till after a term of one (1) year from date of citation. Permit and decal shall expire upon termination of the existence of the tire business or revocation of such business' permit.

D. Effective Period. The permit shall be effective beginning on January 1st until the next ensuing 31st day of December, on and after which date it shall be null and void.

Section 26-190 Tire Hauler Permit. All tire haulers, not affiliated with a tire business that is properly permitted as required herein, transporting used or waste tires within the City limits shall be issued a permit and decal annually by the City of Pharr Public Works Department for a non-refundable fee of Twenty-five (\$25.00) dollars. Tire haulers with multiple locations must purchase a permit for each location. Tire haulers will receive one (1) decal included with the permit fee. A separate decal must be purchased by such hauler for any additional vehicles utilized by the hauler to transport waste tires at a cost of \$15.00 per decal/vehicle.

A. Application. Every person, firm or corporation obligated to comply the permit and decal requirements set forth herein shall make written application to the City. The application shall be made on a form obtained from the City of Pharr, Public Works Department, setting forth, among other things, the following:

1. Name, physical address, telephone and facsimile number for the applicant.
2. Tax identification number or tax payer identification number (if applicable).
3. Proof of current State, County, City License.

4. Proof of insurance required in accordance with the State of Texas' Financial responsibility laws.
5. Such other and further information as the Public Works Department may require.

B. Annual Fees.

1. All permit and decal fees are due annually by January 1st of each calendar year at the City of Pharr's Public Works Department. These annual fees shall be paid in advance of the issuance of such permit, such fee shall be prorated as necessary.
2. A current valid permit or decal may be replaced by the Public Works Department for a fee of Fifteen (\$15.00) dollars.

C. Issuance. The Public Works Department shall issue a permit and decal to a tire hauler who submits the required and completed application, pays to the City the fee as required in this Article, and has demonstrated compliance with this Article and all applicable city ordinances. Each waste tire hauler registered in accordance with the provisions of this Article shall conspicuously post and maintain such decal in his/her vehicle which is used for transporting tires, at all times. Any permit or decal issued hereunder shall not be sold, assigned, mortgaged or otherwise transferred, by doing so, permit and decal shall be revoked and will be considered null and void and person or company will not be allowed to apply for re-issue of permit till after a term of one (1) year from date of citation. The permit or decal issued shall expire upon termination of the tire hauler's business or revocation of such hauler's permit.

D. Effective Period. The permit shall be effective beginning on January 1st until the next ensuing 31st of December on and after which date it shall be null and void.

E. Permit Exemptions. The following entities are exempt from the tire hauler permit requirements:

1. A tire hauler who is regulated or licensed by and is currently in compliance with, state or federal agencies such as the DOT; or
2. A private entity transporting the individual's own waste tires to an approved disposal or tire recycling facility.

Section 26-191 Denial of Permit or renewal; suspension or revocation of permit.

In addition to the penalties set forth in Sec. 26-201, the Public Works Department may refuse to issue or renew a tire business or tire hauler permit or may suspend or revoke such permit or decal if:

1. The applicant or permit holder refuses to allow entry into the tire business by the authorized representative(s) of the City or otherwise willfully obstructs the inspection of the tire business; or
2. There are repeated or a serious violation(s) occurs of any City Ordinance by the tire business or tire hauler; or
3. The tire business or tire hauler fails to comply with any provisions of this Article and/or any other applicable city ordinance(s); or
4. The tire business or tire hauler fails to comply with any applicable state or federal law, rule or regulation; or
5. The tire business knowingly authorizes a tire hauler who is not properly permitted as required in Section 26-190 to transport tires on behalf of such business.

Section 26-192 Destruction of Tires. Any tire that is no longer suitable for its original intended purpose or deemed unfit for resale by a tire business shall be rendered unusable and shall be properly disposed of at an authorized tire disposal or recycling facility. Each tire business shall have six (6) months from the effective date of this ordinance to comply with this provision. Failure to comply with this requirement shall be grounds for revocation of the permit holder's permit in accordance with Section 26-191.

Section 26-193 Storage of Tires. Tire Business shall properly store tires at each facility in accordance with local, state and federal law. To eliminate potential nuisances of litter, insect breeding, fire hazards and other health and safety risks, each tire business shall at all times during storage:

1. Store tires in covered or enclosed areas, or under an impermeable cover, in accordance with applicable health and safety laws, included but not limited to the City's fire code or Property Maintenance Code, to prevent the accumulation of water.
2. Secure tires at each facility to prevent easy access or theft. Lock, chain or store inside a building or other securable structure.
3. Accumulate tires in piles in accordance with the City's fire prevention code.
4. Isolate tires from other stored materials that may create hazardous products if there is a fire, including, but not limited to, paints, fuels, electricity, lead acid batteries, fuel tanks, solvent barrels, and pesticide container(s) and such.
5. Store no more than 10 per 250 square feet outside storage.

Section 26-194 Disposal of Tires.

- (a) It shall be unlawful for any person or tire business to cause, suffer or allow the dumping of tires at any place in the City of Pharr including, without limitation, in or on any public highway, road, street, alley, or

- thoroughfare, including any portion of the right of way thereof, any public or private property in the City or any waters in the City.
- (b) It shall be unlawful for any person in a residential zone to accumulate more than five (5) scrap tires on or around property which they own or occupy.
 - (c) A retail tire dealer may hold up to 250 scrap tires in storage.
 - (d) It shall be unlawful for any person or tire business to cause, suffer, or allow the disposal of whole tires in a landfill.
 - (e) Tires shall be properly disposed of in accordance with Section 26-195 by the delivery and manifesting of tires to an authorized tire disposal or tire recycling facility designated by the City. Tire Businesses contracting with a tire hauler(s) for the proper disposal of tires generated by such business shall require such hauler(s) utilize a transmittal manifest documenting the pick-up and delivery of the tires to an authorized tire disposal or tire recycling facility.
 - (f) Businesses may dispose of semi-truck tires for a fee of \$10.00 each or passenger tires for a fee of \$3.00 each at the City's recycling center.

Section 26-195 Disposal Records/Transmittal Manifest

- A.** Tire Businesses shall keep disposal records in the form of a transmittal manifest, as prescribed by the City, at each business location for a minimum of three (3) years and make such records readily available upon request at reasonable hours for inspection by representatives of the City. The manifest must be maintained and signed off in triplicate and clearly state the following information:
 - 1. Name, address, telephone number, permit number and authorized signature for the tire hauler; and
 - 2. Name, address, telephone number, and authorized signature of the tire business who is contracting for the removal of the tires along with the permit number for such business; and
 - 3. Date of removal/transport and the number of tires being transported; and
 - 4. Name, address, and telephone number of the location where the tires are to be delivered; and
 - 5. Upon delivery, the name and signature of the person accepting the tires, including the date of acceptance.
- B.** The manifest required by this section shall at all times accompany tires while in transit. Any tire business directly delivering waste or used tires generated at its business location to a tire disposal or tire recycling facility must also utilize the transmittal manifest and make such manifest available for production or inspection by representatives of the City, upon request. The original manifest shall be maintained by the tire business evidencing all information and signatures required herein,

notwithstanding the use of a tire hauler or direct delivery by the tire business. A tire hauler contracted to deliver tires to a recycling facility or disposal facility must maintain a duplicate copy of the manifest reflecting the delivery of such tires for proper disposal. The tire recycling or tire disposal facility shall sign the manifest upon acceptance of the tires and also maintain a copy of the manifest for the facility's records.

Section 26-197-199 Reserved

Section 26-200 Administration/Enforcement

- A.** Administration and Enforcement of this Article shall be the responsibility of the Code Enforcement/Public Works Department/Police Department/Community Planning and Development Department/Health Director. The City, by and through its authorized representatives, is hereby authorized to enter any property regulated by this ordinance, at reasonable or necessary times in order to properly inspect for violations.
- B.** The Public Works Department/Code Enforcement is hereby authorized to promulgate all such rules and regulations considered necessary and proper to effectuate the implementation and enforcement of this Ordinance.
- C.** The Police Department is hereby authorized to stop and investigate any and all trucks, trailers or persons engaged in scrap tire selling, hauling, moving transporting, or delivering and subject to the regulation requirements of this ordinance in order to verify compliance with this ordinance.
- D.** Should a violation or attempted violation of this ordinance occur, the City Attorney or other city personnel may take any action or enforce this ordinance to prevent and summarily abate the action, remove or seize any goods and other 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, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr, and any and all other relief as may be necessary.

Section 26-201 Violations and Penalties. In addition to the penalties set forth in Sec. 26-191, any tire business or tire hauler violating or failing to comply with any provision of this ordinance shall be guilty of a misdemeanor, subject to a civil penalty of \$50.00/\$500.00 up to \$1,000.00/\$2,000.00 for each offence as determined by the City's Municipal Court. Each day of continued violation(s) shall constitute a separate offence.

- (a) The improper storage of one or more tires shall constitute a separate offense per tire and be punishable by a fine of fifty (\$50.00) dollars for each improperly stored tire on the location of the tire business. Each day of continued violation of this subsection constitutes a separate offense.
- (b) The transport of one or more tires without the required permit and decal shall constitute a separate offense per tire and be punishable by a fine of fifty (\$50.00) dollars for each tire being transported in violation of this Article. Each day of continued violation of this subsection constitutes a separate offense.
- (c) The improper dumping of a tire shall constitute a separate offense per tire and be punishable by a fine of one hundred (\$100.00) dollars for each tire found improperly dumped that is related back to a specific tire business. Each day of continued violation of this subsection constitutes a separate offense.
- (d) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

Section 26-202 Injunctive Relief. In addition to, and cumulative of, all other penalties herein provided, the City of Pharr shall have the right to seek injunctive relief, for any violation(s) of this Article.

Section 26-203-220 Reserved.

SECTION 2. REPEAL. All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. CUMULATIVE. This Ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 4. BE IT FURTHER ORDAINED. That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. 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 shall also be in caption form as allowed under Section 9 of the City of Pharr Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD
OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE
_____ DAY OF _____, 2019

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD
OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE
_____ DAY OF _____, 2019

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY
THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS
THE _____ DAY OF _____, 2019

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). *(1st Reading)*

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Animal control ordinance requires amending to change contracted animal shelter and pets allowed per households. The ordinance currently has Palm Valley Animal Center as the City's shelter and the current shelter is Weslaco Animal Shelter.

Currently the city has had issues residents having too many dogs/ puppy farms in where puppies are bred for profit and not to have as pets. This ordinance would set a limit of 3 pets per household and allow residents to apply for a variance contingent upon a site visit and interview with animal control officers.

Animal Control would enforce this new ordinance on a case by case basis.

We will also be amending the way animal officers pursue animals at large by allowing animal control officers to pursue animals in unenclosed private property in order to catch the animals quickly.

We also amended the ordinance to change to City's contracted animal shelter instead of Palm Valley Animal Center.

Financial Consideration:

Staff Recommendation: Staff recommends approval in order to have an ordinance to mitigate having more than three dogs unless criteria is met, combat puppy farms and

allow for animal control officers to catch animals at large quicker.

Alternatives:

ROUTING:

Ricardo Pedraza	Created/Initiated - 7/11/2019
Hilda Pedraza	Approved - 7/12/2019
Patricia Rigney	Approved - 7/12/2019
City Management Office	Final Approval - 7/12/2019

ORDINANCE NO. O-2019-__

AN ORDINANCE AMENDING AND SUPERSEDING ORDINANCE NOS. O-2017-12 AND O-2015-23 SECTION 18 OF THE CODE OF ORDINANCES; ADOPTING PROVISIONS RELATED TO TETHERING AND CONFINEMENT; ADOPTING PROVISIONS RELATED TO QUARANTINED METHOD AND TESTING; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

WHEREAS, 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

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

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- Sec. 5. Animal Permit Application and fees.**
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SECTION 1. DEFINITIONS.

The following words, terms and phrases, when used in this Ordinance shall have the following meanings, except where the context clearly indicates a different meaning:

Altered means spayed or neutered.

Animal Shelter means a facility that keeps or legally impounds stray, homeless abandoned, or unwanted animals.

Cat means either a male or female animal of the feline species, whether altered or not.

Designee means, with reference to animal control personnel of the Pharr Public Works Department, any person or entity authorized to exercise any authority assigned by administrative personnel under this Ordinance which may include any regional entity and any veterinarian.

Dog means either a male or female animal of the canine species, whether altered or not.

Feral animal means an animal that is wild, untamed, endangered, or has no ascertainable owner. It shall be reputably presumed that a cat or dog not bearing a current license tag as required by Section 2(i) has no ascertainable owner and is a feral cat or dog.

Fowl means, any various bird widely domesticated (duck, goose, turkey, pheasant, chicken, turkey, etc.).

Intact means not spayed or neutered.

Kennel means any permanent or temporary enclosure erected for the purpose of confining a dog.

Livestock means, any widely domesticated animal (horse, cattle, pig, sheep, goat, etc.)

Owner means any person who owns an animal that is within the limits of the city.

Owner's premises means any lot, tract or parcel of land, whether or not under common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

Pet means any domestic animal kept for any reason other than utility.

Pet shop means any place where pets are sheltered, enclosed or grouped for wholesale or retail sale.

Run at large means to be free of physical restraint beyond the boundaries of the owner's premises. When controlled by a leash held by a competent person a dog or cat shall not be deemed to be running at large. Fixed length leashes shall not exceed 12 feet in length. Retractable leashes shall be lockable at 6 feet and shall not exceed 25 feet in total length. A dog or cat that is free of physical restraints within the confines of an animal park and in compliance with park regulations shall not be deemed to be running at large.

Stray is an animal running at large and without an ascertainable owner. It is a rebuttable presumption that a cat or dog without a current license tag as required by Section 2 has no ascertainable owner.

Wild Animal means, any animal from a natural, undomesticated state (lion, tiger, ape, bear, wolf, etc.)

SECTION 2. CATS AND DOGS; LIMITATIONS, LICENSE AND VACCINATION REQUIRED; FEES; FEE EXEMPTIONS AND DISCOUNTS.

- (a) It shall be unlawful for any person to own, house, board, or have more than three dogs more than four months of age at any one residence within the city, unless such residence is more than 150 feet from any other residence, or unless such dogs are so housed, fenced, controlled and kept as to create no disturbance to the neighborhood.
- (b) Owners of dogs or cats four (4) months of age or older are required to have each currently licensed as provided in this Ordinance.
- (c) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any state or territory of the United States, showing that the animal for which the license is sought has a current rabies vaccine. Any licensed animal shall be issued a metallic tag, having stamped thereon the year of issuance and the number corresponding to the number on the certificate.
- (d) The initial license shall be valid for one year, upon the expiration of which, and provided a three-year licensed vaccine is administered, a three-year renewal license may be issued, the application must be accompanied by a certificate from a veterinarian licensed in Texas, showing that the animal received a booster within one year of receiving the first vaccination. Subsequently, renewal license applications must be accompanied by similar certificates showing that the vaccination against rabies is current. The renewal license shall be valid for up to three years but not beyond the currency of the animal's vaccination.
- (e) If adequate and sufficient proof is presented that a cat or dog entering into the City has current vaccinations, then may a license be issued with its term pro-rated.

- (f) Cat and dog licenses shall be issued by the animal control officer or designee upon compliance with the requirements of this Ordinance and payment of the required fees. The initial license fee for dogs and cats shall be \$10.00, and fees for subsequent 3-year renewal licenses shall be \$30.00. License fees may be collected, and the license certificate and metallic tag delivered to the pet owner by veterinarians administering the vaccines, provided they have registered with and been designated by an animal control officer, use the forms required by the animal control officer, and follow such regulations as may be established by the animal control officer regarding the collection and transmittal of such fees and the delivery of license certificates and tags. Designated veterinarians shall be entitled to a processing fee of \$1.00 per license issued.
- (1) Law enforcement, assistance, and service dogs must comply with the vaccination and licensing requirements but shall be exempted from payment of the license fee.
- (2) The fee for altered cats and dogs shall be one-half the regular fee if, at the time such fee is paid, proof is presented that the animal has been altered. Upon the filing of an application within 60 days of issuance of the license, with sufficient proof that the animal is altered, a pet owner who was unable at the time of issuance to prove the animal was altered shall be reimbursed one-half of the fees. A certificate issued by a veterinarian licensed in the State of Texas will be sufficient proof. An animal shall be reputably presumed to be intact if the owner does not provide adequate and sufficient proof that it has been altered.
- (g) Prior to the issuance of a cat or dog license, pet owners applying for the same other than through the vaccinating veterinarian must present a certificate from a veterinarian licensed in any state or territory of the United States showing the animal has been vaccinated for rabies in compliance with the requirements of this Ordinance, and must apply on such form as may be required by an animal control officer. The owner shall state their name, address, and telephone number along with the breed, color, age, name, and sex of the dog or cat to be licensed.
- (h) Upon payment of the license fee, if applicable, and compliance with vaccination and all other applicable requirements and conditions of this Ordinance, a license certificate and a metallic tag shall be issued for the licensed animal.
- (i) The animal license tag issued shall not be transferable from one dog or cat to another and it shall be unlawful for the owner or person having control over or custody of any dog or cat to transfer such license tag from the dog or cat for which such tag was issued to any other dog or cat.
- (j) Every person having ownership of a dog or cat for which a license is required

under this Ordinance must ensure that the license tag is worn by the animal at all times whenever it is outside its owner's premises.

- (k) Every dog and/or cat, and every dog and/or cat owner, temporarily in the city for a period of no more than 60 days, and which dog and/or cat has been vaccinated as required by the laws of the regular domicile of the dog and/or cat or its owner, shall be exempted from the license and tag requirements of this division; provided, that any such dog or cat shall at no time be permitted to run at large or to remain unattended and shall be free from disease. The burden of proof shall be upon any dog and/or cat owner charged with violation of this division to establish the fact that he has well and truly complied with the laws of his domicile or regular place of residence.
- (l) In any prosecution under this Ordinance it shall be reputably presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

SECTION 3. UNVACCINATED DOGS OR CATS ARE A NUISANCE.

When not confined on the owner's premises, any dog or cat found in or within 5,000 feet of the City's corporate limits, except where such distance lies in an incorporated area of another city, that is found without a current tag issued as required in Section 2(b), shall be reputably presumed to be unvaccinated and is hereby declared to be a nuisance. An animal control officer or designee is hereby authorized pursuant to impound any such dog or cat. The owner shall be notified of the impoundment in a manner similar to that required by Section 15. Such animal may not be released unless its owner furnishes proof of vaccination and licensing or shall cause the animal to be vaccinated and licensed. If within days of service of notice to the animal's owner does not claim such animal and fully comply with the requirements of this division then the animal may be humanely disposed of in accordance with the procedures of the animal control officer or designee.

SECTION 4. UNLAWFUL TO HARBOR, FEED OR CARE FOR ANIMALS ON CITY PROPERTY. UNLAWFUL TO RAISE, KEEP, PEN OR HARBOR OF DOMESTICATED ANIMALS IN CITY LIMITS. PROHIBITING OF WILD ANIMALS IN CITY LIMITS. CITY'S PRESENCE ON PRIVATE PROPERTY

(a) It is unlawful for any unauthorized person to regularly or routinely harbor, feed, care for or provide any form of sustenance to an animal on city property or right-of-way.

(b) It shall be unlawful for any person to raise, keep, pen or harbor any domestic fowl, livestock, or feral animal, or other endangered species upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

(c) City prohibits any and all undomesticated wild animals in its limits; or otherwise as stated in Section 5 of this ordinance

(d) Unless entry is necessary for the enforcement of the provisions of this ordinance, city personnel will not be responsible for entrance upon private property for the removal or care of any animal, fowl, reptile, or insect including but not limited to bees.

SECTION 5. ANIMAL PERMIT APPLICATION; FEES

- (a) Animal permit application shall be obtained for the use of a pet shop, pet store, grooming shop, livestock, dangerous/vicious dog; Any and all permits shall be renewed annually
- (b) Animal permit application shall be obtained for *special events*- circus, rodeo, animal show, petting zoo, animal exhibit, dangerous wild animal, temporary zoo.
- (c) Animal permit applications for special events shall be submitted at least 20 days before permit is needed and is to be terminated immediately after event.
- (d) Animal permit fee shall be \$150.00 and permittee agrees to the inspections provided for in this section.

SECTION 6. SALE OF PETS; PET SHOP PERMIT REQUIRED; PROHIBITIONS; APPLICATION; FEES; INSPECTIONS; REQUIREMENTS; REVOCATION; EXCEPTIONS.

- (a) It shall be unlawful for any person to maintain or operate a pet shop without a permit. Application for a pet shop permit shall be on a form prescribed by the animal control officer or designee, provide such information as the animal control officer or designee shall require, and specify the number and type of animals to be maintained. It shall be unlawful to maintain more animals or types of animals than allowed by such permit.
- (b) It shall be unlawful to sell or to allow the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location. No pet shop permit shall be issued for the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location.
- (c) It shall be a condition of the issuance of pet shop permits that the permittee agrees to the inspections provided for in this section. The application fee shall be \$150. Pet shop permits shall be annually renewable.
- (d) Pet shop premises shall be inspected by an animal control officer or designee prior to the issuance of any permit, and the same shall be subject to random inspections as well as to inspections based on complaints.
- (e) Pet shops shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (f) Pet shops shall be constructed and maintained in accordance with this

ordinance and all applicable state law regulating pet shops and/or the sale of pets, as the same may hereafter be amended from time to time.

- (g) Pet shop permits are subject to revocation by an animal control officer or designee, for failure to operate the same in accordance with this ordinance and all applicable state laws.
- (h) It shall be unlawful to transact a sale of any offspring of an owner's pet or other animal upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

SECTION 7. ANIMAL SHELTER; CITY OF PHARR

- (a) Animal shelter shall comply with the standards under the Health and Safety code Title 10. Health and Safety of Animals for:
 - 1. Housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and
 - 2. Animal control officer training adopted under Chapter 829
- (b) Animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.
- (c) Animal shelter may not confine healthy animals with sick, injured, or diseased animals.
- (d) Each person who operates the animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of Chapter 823 and 829 "Animal Shelters" of the Health and Safety Code.
- (e) Personnel operating the animal shelter shall keep records of the date and disposition of animals in its custody, and make the records available for inspection at reasonable times.
- (f) All stray or running at large live animals will be held for a period of 72 hours at city animal shelter before transferred to City's contracted Animal Shelter.
- (g) Advisory Committee;
 - 1. The city shall appoint an advisory committee to assist in complying with the requirements of Chapter 823. Animal Shelters of the Health and Safety Code.
 - 2. Advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
 - 3. The advisory committee shall meet at least three times a year.
- (h) An S.O.P.- Standard Operating Procedure shall be established in accordance with this section and administered all times while operating the animal shelter.
- (i) Associated fees for the shelter are as follows;
 - 1. Boarding/Feeding: \$20.00 daily

2. Critical Care: (Veterinarian to charge city and city will charge owner).
3. Quarantine Charge: \$150.00 (10 days)
4. Rabies Vaccination: if no proof, \$50.00 deposit is required and returned with proof after discharge
5. Flea Dip: \$15.00 per animal
6. City License: Section 2 of this ordinance shall apply

SECTION 8. ANIMALS RUNNING AT LARGE (LEASH LAW); HYGIENE; PUBLIC AREAS AND EVENTS.

(a) It shall be unlawful to allow any animal, including but not limited to livestock, dogs, or cats, and fowl to run at large within the city. An animal control officer or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the city. The impoundment notice and hearing procedures of this Ordinance shall apply in the case of any such animal.

(b) The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public property, walks, recreation areas or the property of others.

(c) All owners at all times shall restrain their animals with a leash or within a building or adequate fence.

(d) It shall be unlawful for any person to take any animal, whether under a leash or allowed to run at large, upon any city-owned or controlled park or recreational facility at any time during an organized event, athletic activity, or practice. The event, activity, or practice need not be sponsored or organized by the City for a violation to occur. At any other time in which an animal is not prohibited upon any city-owned or controlled park or recreational facility, it shall be unlawful for any person to take any animal upon any city owned or controlled park or recreational facility that proximately results in an unclean, unsafe, and/or filthy environment or condition.

(e) It shall be an affirmative defense to prosecution that the animal has been brought upon the premises of a park or recreational facility during the periods prohibited under this section as a legitimate accommodation of a person's handicap such that the same would be covered under the Americans with Disabilities Act.

(f) When an animal control officer has commenced pursuit of an animal running at large, he may continue the pursuit and follow the animal unto any unenclosed private property for the purpose of apprehending it as soon as possible.

SECTION 9. TETHERING AND CONFINEMENT

DEFINITIONS.

In this subchapter:

- 1) "Collar" means any collar constructed of nylon, leather, or similar material, specifically designed to be used for a dog.
- 2) "Owner" means a person who owns or has custody or control of a dog.
- 3) "Properly fitted" means, with respect to a collar, a collar that measures the

circumference of a dog's neck plus at least one inch.

- 4) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.
- (a) An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:
 - 1) between the hours of 10 p.m. and 6 a.m.;
 - 2) within 500 feet of the premises of a school; or
 - 3) in the case of extreme weather conditions, including conditions in which:
 - i. the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - ii. a heat advisory has been issued by a local or state authority or jurisdiction; or
 - iii. a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
 - (b) In this section, a restraint unreasonably limits a dog's movement if the restraint:
 - 1) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
 - 2) is a length shorter than the greater of:
 - i. five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - ii. 10 feet;
 - 3) is in an unsafe condition; or
 - 4) causes injury to the dog.
 - (c) Any confinement of a dog shall be secure, whether indoors or outdoors.
 - 1) If outdoors, the dog shall be confined in an enclosed and locked kennel.
 - 2) Kennels, whether indoors or outdoors, must be large enough for a dog to comfortably have shelter from the elements, provide at all times access to shade and water, allow a reasonable amount of space for movement, and a place to eliminate body waste.
 - 3) Kennels must have minimum dimensions of five feet by ten feet and must have secure sides and, if outdoors, a secure top attached to the sides in order to make it escape proof.
 - 4) If a concrete slab floor or patio block floor over sand is not provided for an outdoor kennel, the bottom must be wire fencing or similar material that is secured to the sides, and otherwise the sides must be embedded into the ground no less than two feet.
 - 5) All kennels must be adequately lighted and kept clean and sanitary.
 - 6) The dog shall be taken out of the kennel daily for training, playtime, exercise, and attention.

EXCEPTIONS.

This Section does not apply to:

- (a) a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

- (b) a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
- (c) a dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
- (d) a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
- (e) a dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
- (f) a dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

SECTION 10. ANIMAL NOISE LEVEL.

It shall be unlawful to keep any animal in the city which by loud, frequent or habitual barking or howling shall cause annoyance and/or disturb the peace and quiet of any person. Any such person who believes that there has been a violation of this section shall have the right, and it shall be his duty, to file a complaint against the owner or keeper of such dog in the Municipal Court of the city, whereupon a hearing within a reasonable time thereafter shall be held and a determination made as to whether such alleged loud, frequent or habitual barking annoyed and disturbed the peace of such person; and if so, the Court may thereupon declare such loud barking or howling dog to be a public nuisance and order such dog to be picked up, impounded and/or destroyed, or the owner to be fined as provided

SECTION 11. VICIOUS ANIMAL DECLARATION.

- (a) *Vicious animal* means any animal:
 - (1) with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals;
 - (2) which, without provocation, has attacked or injured a human being or domestic animal.
 - (3) owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting;
 - (4) which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or
 - (5) which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals.
- (b) If an animal control officer or designee has cause to believe that an animal is vicious as defined in subsection (a) hereof, the animal control officer or designee shall so find and declare that animal a vicious animal.
- (c) No animal may be declared vicious for injury or damage sustained by a person

who was committing a willful trespass or other tort upon the premises of the animal's owner.

- (d) No animal may be declared vicious for injury or damage sustained by a person who was teasing, tormenting, abusing or assaulting the animal.

SECTION 12. VICIOUS ANIMAL DECLARATION—NOTICE AND ORDER.

- (a) Within five days of declaring an animal vicious, an animal control officer or designee shall notify the animal's owner in writing of the declaration by personal service. In the alternative, service may be by certified mail and by posting on the animal owner's property, in which case service of shall be deemed completed upon mailing. The notice shall:
 - (1) identify the requirements and conditions for maintaining a vicious animal as set forth in Section 14;
 - (2) order the owner to immediately comply with the confinement and other requirements of that section; and
 - (3) advise of the owner's right to a hearing under Section 13.
- (b) If the animal owner's identity cannot otherwise reasonably be ascertained, it shall be reputably presumed that its owner is the owner of the property where it was located. In the case of stray animals an attempt to notify the owner is not necessary. If within five days of service of the notice and order there is failure to comply with the requirements and conditions for maintaining a vicious animal, an animal control officer or designee may order the impoundment and destruction of the animal, pursuant to Section 16, and if applicable, comply with the notice and hearing requirements of Section 18.

SECTION 13. VICIOUS ANIMAL DECLARATION—HEARING.

- (a) The owner of an animal declared vicious shall have the right, within five days after service of the notice under Section 12, to personally serve upon the animal control officer, designee, or an employee of the Pharr Public Works Department written request for a hearing to contest the vicious animal declaration. The animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.

- (d) The Municipal Judge may uphold the vicious animal declaration; in which event the owner shall comply with all of the requirements and conditions for keeping a vicious animal as set forth in Section 14 or may unconditionally release the animal to its owner.
- (e) The decision of the Municipal Judge on the vicious animal declaration shall be final.

SECTION 14. REQUIREMENTS FOR KEEPING VICIOUS ANIMAL.

The owner of a vicious animal shall be subject to the following requirements:

- (a) Confinement. All vicious animals shall be securely confined upon the premises of the owner indoors or outdoors in an enclosed and locked kennel. Confinement shall comply with the provisions of Section 9(C).
- (b) Leash and muzzle. The owner of a vicious animal shall not allow the animal to go outside its kennel unless the animal is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person. The muzzle must not cause injury to the animal or interfere with its vision or respiration, but must prevent the animal from biting any human or animal.
- (c) Signs. The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign lettering must be at least two inches high. The owner shall also display either separately or in conjunction with the warning sign, a pictorial, symbolic or illustrative sign that conveys to children and those who do not read the idea of the presence of a vicious animal. Similar signs shall be posted on the animal's kennel, if any, in such a manner as to be clearly visible.
- (d) Insurance. The owner of a vicious animal must provide proof to an animal control officer or designee that the owner has procured public liability insurance of at least \$100,000.00, insuring the owner for any damage or personal injury which may be caused by such owner's vicious animal.

SECTION 15. VIOLATIONS—IMPOUNDMENT OF ANIMALS.

- (a) It shall be the duty of an animal control officer or designee, and in compliance with any procedural requirements in Ordinance, to seize and deliver to the designated animal center any and all animals, including livestock, poultry or fowl, dogs or cats, found in violation of the provisions of this Ordinance.
- (b) Subject to any limitation or requirement in this Ordinance to the contrary, and provided an animal control officer consents, the owner of any animal impounded under the provisions of this Ordinance may claim such animal after paying any applicable impoundment fee to the designated animal center and otherwise following their rules and regulations.
- (c) No impounded cat or dog shall be released unless proof is presented that the

animal is in compliance with this Ordinance vaccination and licensing requirements.

- (d) Whenever an owner has had two prior impoundments of any animal it shall be a condition of the release of any subsequently impounded animal owned by that person that such animals shall be altered.

SECTION 16. IMPOUNDMENT FOR DESTRUCTION.

- (a) An animal control officer or designee may order the impoundment for destruction of an animal only when the animal:
 - (1) has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal,
 - (2) has been declared a vicious animal pursuant to Section 11 and, if applicable, Section 12, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as defined provided in Section 14, or
 - (3) poses a threat of serious harm to the public health or safety.
- (b) Any animal impounded for destruction under the provisions of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to Section 18, and in compliance with any conditions of such an order.

SECTION 17. NOTICE OF IMPOUNDMENT FOR DESTRUCTION.

Within two days of any impoundment for destruction under this Ordinance, an animal control officer or designee shall notify the animal's owner in writing of the impoundment, by personal service acknowledged in writing by the owner or certified by the server. In the alternative, service may be by certified mail and by posting on the animal owner's property. The notice shall advise of the owner's right to a hearing under Section 18. Service of notice shall be deemed completed upon mailing. In the case of stray animals an attempt to notify the owner is not necessary.

SECTION 18. IMPOUNDMENT FOR DESTRUCTION—HEARING.

- (a) The owner of an animal impounded for destruction shall have the right, within five days after service of the notice under Section 17, to personally serve upon an animal control officer, designee, or any police officer a written request for a hearing to contest the impoundment. An animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner may be represented by counsel, present oral and written evidence and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.

- (d) After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in Section 14 and/or complying with any other requirements necessary to protect the public health or safety, or may unconditionally release the animal to its owner. The Municipal Judge may in any event make the animal's release conditional upon the owner's payment to the designated animal center of the costs of impoundment and boarding.
- (e) If after proper notice the owner of an animal impounded under this Ordinance fails to appear at a hearing or fails to request a hearing, the animal may be destroyed.

SECTION 19. CRUELTY TO ANIMALS PROHIBITED.

- (a) It is unlawful for anyone to beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful for anyone to breed or train an animal for fighting with any other animal.
- (c) Failure to provide acceptable standards of housing and care constitutes animal cruelty.
- (d) It is unlawful for anyone to intentionally or knowingly leave a pet in a motor vehicle for longer than five minutes, knowing that the animal is not attended by an individual in the vehicle who is 14 years of age or older.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) It shall be unlawful to raise, keep or pen any livestock or any type of reptiles upon any premises within the city.

SECTION 20. PETS RIDING IN MOTOR VEHICLES.

It is unlawful to have any pet ride in a motor vehicle, except if it is humanely confined in an enclosed carrier, or the entire vehicle's doors are closed and all windows are raised, or it is securely tethered in a way which humanely precludes their ability to jump off or fall from the vehicle.

SECTION 21. QUARANTINE METHOD AND TESTING

- (a) When a dog, cat, or domestic ferret that has bitten a human has been identified, the custodian will place the animal (regardless of its vaccination status) in quarantine as defined in the Texas Health and Safety Code, §826.002, until the end of the 10-day observation period.
- (b) The animal must also be quarantined if there is probable cause to believe that it has otherwise exposed a human to rabies.
- (c) The observation period will begin at the time of the exposure.

(d) The animal must be placed in a department-licensed quarantine facility specified by the local rabies control authority and observed at least twice daily. However, the local rabies control authority may allow the animal to be quarantined in a veterinary clinic. As an alternative to quarantine at a department-licensed facility or a veterinary clinic, the local rabies control authority may allow home confinement.

(e) To allow home confinement, the following criteria must be met:

(1) A secure enclosure approved by the local rabies control authority must be used to prevent escape.

(2) The animal has been vaccinated against rabies and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over 16 weeks of age at the time of the potential exposure, it may be allowed home confinement.

(3) During the confinement period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(4) The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the home confinement.

(5) The animal was not a stray as defined in the Texas Health and Safety Code, §826.002, at the time of the potential exposure.

(f) If the potential rabies exposure described in subsection (b) of this section occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed home confinement, if applicable, if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides.

(g) The alternative to quarantining (to include home confining) a dog, cat, or domestic ferret that has bitten or otherwise potentially exposed a person to rabies as described in subsection (a) of this section is to have the animal euthanatized in such a manner that the brain is not damaged and a suitable specimen submitted to a department-designated laboratory for rabies testing. A list of department-designated laboratories may be found on the department's website or may be obtained from any of the department's regional Zoonosis Control offices.

(h) A domestic animal that has potentially exposed a human to rabies and has been designated by the local rabies control authority as unowned may be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(i) "Free-roaming animals" as used in this section includes animals that have been in captivity less than 200 days immediately prior to the potential exposure and those that are not in

captivity. If the animal implicated in the potential exposure is a free-roaming high-risk animal, it shall be euthanized, and a suitable specimen submitted for rabies testing. If the animal implicated in the potential exposure is a high-risk animal that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure or is less than 200 days old, has always been in captivity without contact with free-roaming animals, and is the progeny of a dam that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure, the local rabies control authority shall conduct a risk assessment to gauge the probability that the animal could have been exposed to rabies and, therefore, poses a public health risk. If the probability that the animal implicated in the potential exposure could have had animal contact conducive to rabies transmission is low and the potential exposure poses a negligible public health risk, the local rabies control authority may require that the animal involved in the potential exposure be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for a 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(j) If the animal implicated in the potential exposure is a low-risk animal, neither quarantine nor rabies testing will be required unless the local rabies control authority has cause to believe the animal is rabid, in which case it shall be euthanized, and a suitable specimen submitted for rabies testing.

(k) The local rabies control authority may require an animal that has inflicted multiple bite wounds, punctures, or lacerations to a person to be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(l) If the animal implicated in the potential exposure is not included in subsection (a), (f), (g), (h), (j), or (k) of this section or the portion of subsection (i) of this section pertaining to a free-roaming high-risk animal, the animal either will be euthanatized and a suitable specimen submitted for rabies testing or the local rabies control authority may require the animal to be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for the 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority's decision on whether to quarantine or euthanatize and test those other animals described in subsection (i) of this section will be determined by risk-assessment parameters as described in subsection (i) of this section. If the potential rabies exposure occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed confinement deemed appropriate if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides. During the observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(i) Any animal required to be quarantined under this section that cannot be maintained in secure quarantine shall be euthanatized and a suitable specimen submitted for rabies testing.

(j) All laboratory specimens referred to in subsections (g) - (k) of this section shall be submitted in accordance with §169.33 of this title (relating to Submission of Specimens for Laboratory Examination).

(k) At the discretion of the local rabies control authority, assistance animals may not be required to be placed in quarantine (to include confinement) during the observation period. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control authority or a veterinarian must observe the animal at least at the beginning and on the last day of the applicable observation period.

(l) Police service animals are exempted from quarantine per the Texas Health and Safety Code, §826.048, including confinement. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(m) Animals should not be vaccinated against rabies or receive other vaccinations or non-essential medications that may complicate assessment of behavioral change or health status during the observation period; however, animals may be treated for medical problems that are diagnosed by a veterinarian and are not related to rabies. If the animal becomes ill during the observation period, the local rabies control authority must be notified by the person having possession of the animal.

SECTION 22. ENFORCEMENT.

(a) An animal control officer or designee is hereby granted the authority and it shall be their duty to carry out the functions of, and to enforce the provisions of this Ordinance.

(b) Should any person or business commit a nuisance or allowed the commission of any act or condition that creates a nuisance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate and remove a nuisance. These actions may 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, and any and all other relief as may be necessary.

SECTION 23. PENALTY FOR VIOLATION.

(a) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein.

- (b) Any person found guilty of the violation of any provision of this Ordinance shall be punished as follows:
- | | |
|---|----------|
| First violation involving an altered animal | \$ 50.00 |
| First violation involving an intact animal | \$100.00 |
| Second violation involving an altered animal | \$100.00 |
| Second violation involving an intact animal | \$200.00 |
| Violations after second involving an altered animal | \$200.00 |
| Violations after second involving an intact animal | \$400.00 |
- (b) In addition to the fine specified in subsection (a) hereof, the Municipal Court shall sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.
- (c) In the event the Municipal Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.
- (d) Prior to sentencing in the case the owner of an intact animal is found guilty of or pleads no contest to a violation of a provision in this Ordinance, if the defendant represents that the animal will be altered, the Municipal Court may reset the sentencing, but only once and for no more than 60 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of no contest. Upon presentation of such proof the fines imposed pursuant to this section shall be reduced by one-half.

SECTION 24: 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 25: 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.

SECTION 26: 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 27: 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 FIRST READING BY THE BOARD OF 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 SECOND READING BY THE BOARD OF 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 THIRD READING BY THE BOARD OF 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.D.

DATE SUBMITTED: July 8, 2019

MEETING DATE: July 17, 2019

FROM: Sonia Barajas, CDBG Secretary

DEPARTMENT: GMCD

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution adopting the Annual Action Plan 2019 to U.S. Department of Housing and Urban Development (HUD).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr's HUD CDBG allocation for Action Plan 2019 is \$ 1,150,930.00. The City of Pharr has complied with the citizen participation process (as required by HUD). The attached list provides the name of the sub-recipient (agency) and the proposed allocation of monies.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Sonia Barajas
Raul Garza
Karla Moya
City Management Office

Created/Initiated - 7/8/2019
Approved - 7/10/2019
Approved - 7/11/2019
Final Approval - 7/11/2019

CITY OF PHARR, HIDALGO COUNTY, TEXAS 2019 ONE-YEAR ACTION PLAN
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HUD MATRIX CODE	ACTIVITY DESCRIPTION	RECOMMENDATIONS
04	<u>CLEARANCE AND DEMOLITION</u>	
	Pharr Development Services (Demolition Program)	\$ 50,000.00
05	<u>PUBLIC SERVICES (GENERAL)</u>	
	Pharr Fire Department (Fire Prevention Material)	\$ 7,000.00
05Q	<u>SUBSISTENCE PAYMENTS</u>	
	Salvation Army (Rental Assistance)	\$ 4,000.00
05W	<u>FOOD BANKS</u>	
	Food Bank of the RGV (Food Pantry)	\$ 20,000.00
05M	<u>HEALTH SERVICES</u>	
	Su Casa de Esperanza (Early Childhood/Prenatal Program)	\$ 15,000.00
05H	<u>EMPLOYMENT TRAINING</u>	
	RGV Literacy Center (ESL Classes)	\$ 10,000.00
05A	<u>SENIOR SERVICES</u>	
	Amigos Del Valle (Meals on Wheels)	\$ 15,000.00
	Area Agency on Aging (Medial Equipment Assistance)	\$ 5,000.00
	Silver Ribbon (Utility Assistance)	\$ 5,000.00
05D	<u>YOUTH SERVICES</u>	
	Fire House Boxing Gym	\$ 10,000.00
05E	<u>TRANSPORTATION SERVICES</u>	
	Lower Rio Grande Valley Development Council (Valley Metro Transit System)	\$ 60,000.00
05N	<u>ABUSED AND NEGLECTED CHILDREN</u>	
	Children Advocacy Center (Forensic Interviewer Salaries)	\$ 15,000.00
	CASA of Hidalgo (Salaries for two (2) Advocates)	\$ 3,000.00
14A	<u>REHAB: SINGLE-UNIT RESIDENTIAL</u>	
	Affordable Homes of South Texas Inc. (Rehabilitation/Reconstruction Assistance)	\$220,000.00
18C	<u>ECONOMIC DEVELOPMENT: MICRO-ENTERPRISE ASSISTANCE</u>	
	Main Street Office (Downtown Assistance Program)	\$ 90,000.00
19F	<u>PLANNED REPAYMENTS OF SECTION 108 LOAN</u>	
	8 TH Year Repayment	\$400,000.00
21A	<u>GENERAL PROGAM ADMINISTRATION</u>	
	Planning and Administration	\$221,930.00
TOTAL:		\$1,150,930.00

STATE OF TEXAS

COUNTY OF HIDALGO

R E S O L U T I O N

CITY OF PHARR

NO. _____

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its Program Year (PY) 2019 One-Year Action Plan allocation, and

WHEREAS, the City of Pharr's One-Year Action Plan allocation for Program Year 2019 of the Community Development Block Grant (CDBG) Program has been set at \$1,150,930.00 by HUD

WHEREAS, the City of Pharr has followed its Citizens Participation Process in identifying the demands and needs of the residents to award CDBG funds to Community Development activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners approves that the City of Pharr hereby submits its PY 2019 Community Development Block Grant One-Year Action Plan to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to The One-Year Action Plan.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____ DAY OF JULY 15, 2019

CITY OF PHARR

Dr. AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: July 9, 2019

MEETING DATE: July 17, 2019

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing members to the Toll Bridge Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Bridge Board members term expire on August 1, 2019.

Financial Consideration:

Staff Recommendation: Pending recommendation as per cc.

Alternatives: N/A

ROUTING:

Vanessa Guzman
Luis Bazan
City Management Office

Created/Initiated - 7/9/2019
Approved - 7/9/2019
Final Approval - 7/10/2019

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2019- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, the terms of Praxedis Gutierrez, Jr. (Position #1), Larry Hernandez (Position #2), Edgar Delgadillo (Position #3), Tony Martinez (Position #4), and Artemio Palacios (Position #5) will expire on August 1, 2019 and the City Commission needs to appoint/re-appoint five (5) members to the Toll Bridge Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT: The following members are hereby appointed/re-appointed to the Toll Bridge Board:

- | <u>NAME</u> | <u>POSITION # 1</u> |
|-------------|---|
| 1. | LENGTH OF TERM
(3-Year term to expire 8/01/22) |
| 2. | <u>POSITION # 2</u>
LENGTH OF TERM
(3- Year term to expire 8/01/22) |
| 3. | <u>POSITION # 3</u>
LENGTH OF TERM
(3- Year term to expire 8/01/22) |
| 4. | <u>POSITION # 4</u>
LENGTH OF TERM
(3- Year term to expire 8/01/22) |
| 5. | <u>POSITION # 5</u>
LENGTH OF TERM
(3- Year term to expire 8/01/22) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of July, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communica
tions

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution appointing two (2) members to the Pharr Public Safety Communications Advisory Committee.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This resolution is to appoint 2 new committee members to the Pharr Public Safety Communications Advisory Committee

Financial Consideration:

Staff Recommendation: Staff Recommends Approval

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney
City Management Office

Created/Initiated - 7/11/2019
Approved - 7/11/2019
Approved - 7/11/2019
Final Approval - 7/12/2019

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

**RESOLUTION
NO. R-2019-_____**

WHEREAS, Ordinance No. O-2018-33 created the Pharr Public Safety Communications Advisory Committee composed of seven (7) members and shall consist of a Chairman, City Fire Chief, City Police Chief, City Manager or Deputy City Manager, two appointees, and a Lower Rio Grande Valley Development Council 9-1-1- representative. Other members may be appointed by inter-local agreements from other governmental entities which have obtained services from the Public Safety; and

WHEREAS, the Pharr Public Safety Advisory Committee shall promote and encourage public safety of the City of Pharr and those cities that we serve, through cooperative efforts; and

WHEREAS, the Pharr Public Safety Advisory Committee duties shall include but not limited to review if needed calls of service, response times, recommend changes to policy; and

WHEREAS, appointment of two (2) members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that following members shall be appointed to the Pharr Public Safety Communications Advisory Committee.

NAME:

LENGTH OF TERM:

- | | |
|--|----------------------|
| 1. Chairman | 3 –Year term |
| 2. _____ (Appointee) | 2 –Year term |
| 3. _____ (Appointee) | 1 –Year term |
| 4. LRGVDC 9-1-1 Representative | 2-Year Term |
| 5. Police Chief | |
| 6. Fire Chief | |
| 7. City Manager or Deputy City Manager | (Ex-Officio Members) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of July 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 3, 2019

MEETING DATE: July 17, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Discussion and possible action on City of Pharr Special Election to be held on November 5, 2019.

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
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 7/3/2019
Approved - 7/11/2019
Approved - 7/12/2019
Final Approval - 7/12/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on permission to advertise for Requests for Qualifications for Construction Management Services for Pharr International Bridge projects and granting permission to the City Manager to negotiate and enter into a contract for such services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The city is requesting permission to advertise for construction management services for the Pharr International Bridge construction FY 15/16 projects

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Edward Wylie
Karla Moya
City Management Office

Created/Initiated - 7/11/2019
Approved - 7/12/2019
Final Approval - 7/12/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: July 12, 2019

MEETING DATE: July 17, 2019

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on permission to advertise for Competitive Sealed Proposals for lawn and landscaping services for the City of Pharr, and authorizing the City Manager to enter into a contract for such services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The city is seeking permission to advertise for competitive seal proposals for lawn and landscaping services for city facilities, other than parks, right of ways and ditches.

Financial Consideration:

Staff Recommendation: staff recommends approval

Alternatives:

ROUTING:

Edward Wylie
Karla Moya
City Management Office

Created/Initiated - 7/12/2019
Approved - 7/12/2019
Final Approval - 7/12/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: July 12, 2019

MEETING DATE: July 17, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, reaffirming appointment of Mayor Ambrosio Hernandez to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) as representative for the City of Pharr.

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
City Management Office

Created/Initiated - 7/12/2019
Final Approval - 7/12/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: July 3, 2019

MEETING DATE: July 17, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on the purchase of two (2) SkyCop surveillance towers. (Project #1819-32-512-IPQ068-001)

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 two (2) Skycops surveillance towers with grant funds from the Office of the Governor Operation Stone Garden # 3173104

When: July 15, 2019

Where: The purchase will be made from vendor located in Memphis, Tennessee

Why: Purchase will allow department to utilize equipment for enforcement operations.

Financial Consideration: Grant provided funds for special police equipment in the amount of \$ 144,128.24. The current purchase (sole source) for two towers will be \$ 105,700.00 which includes training. Miscellaneous equipment will cost \$ 5,110.90. after purchase balance is \$ 33,317.34

Staff Recommendation: I recommend approval.

Alternatives: the alternative is to not purchase.

ROUTING:

Jose Luengo

Created/Initiated - 7/3/2019

Raul Garza
Veronica Gutierrez
Karla Moya
City Management Office

Approved - 7/8/2019
Approved - 7/10/2019
Approved - 7/11/2019
Final Approval - 7/11/2019

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3173104	Award Amount:	\$300,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	04/01/2019 - 02/29/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	05/29/2020	Total Project Cost:	\$300,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Pharr, City of		
Project Title:	Hidalgo-2018 OPSG		
Grant Manager:	Jerry Ding		
DUNS Number:	147286095		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/17/2018
Federal/State Award ID Number:	EMW-2018-SS-00022-S01
Total Federal Award/State Funds Appropriated:	\$89,859,753.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:**

No

**Federal/State
Award
Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 8, 2019

MEETING DATE: July 17, 2019

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify Amendment No.1 to the contract with R. Gutierrez Engineering Corporation for additional Professional Engineering Services for the PSJA Tri-City Pedestrian Safety Improvements Project. (Project #1819-01-528-S016-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting approval of Amendment Number 1 for the PSJA Tri-City Pedestrian Safety Improvements Project for additional engineering services by R. Gutierrez Engineering Corporation.

The additional engineering services are for the remaining design of the sidewalks near Carmen Anaya Elementary on W. Dicker Rd., Pharr.

Financial Consideration:

Original Contract \$31,620

Amendment No. 1 \$14,480

Revised Contract \$46,100

Staff Recommendation: Staff recommends approval of Amendment Number 1 to the contract with R. Gutierrez Engineering Corporation for additional professional engineering services for the PSJA Tri-City Pedestrian Safety Improvements Project.

Alternatives: N/A

ROUTING:

Maria Rangel	Created/Initiated - 7/8/2019
Omar Anzaldua	Approved - 7/11/2019
Patricia Rigney	Approved - 7/11/2019
Veronica Gutierrez	Approved - 7/12/2019
Karla Moya	Approved - 7/12/2019
City Management Office	Final Approval - 7/12/2019

Attachment No. 1

Scope of Services

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

Carmen Anaya Elementary School Area

The project shall consist of providing engineering services for constructing a sidewalk on the south side of Dicker Road from Jackson Road to Cage Boulevard (US 281) in Pharr for the Carmen Anaya Elementary School area. The total distance of sidewalk and sidewalk ramps to be constructed is approximately 6,800 linear feet.

Engineering Design & Plan Preparation

The Engineer will design the sidewalk and ramps along the approximately 6,800 LF to meet ADA standards. The plans will consist of a layout showing the proposed sidewalk location. Details will be provided to include cross-sections at each driveway or roadway crossing. Both cross-slope and longitudinal slope will be verified to meet ADA standards. Details will be provided to either go around, relocate, or adjust any obstructions encountered, such as mailboxes, water valves, or sanitary sewer cleanouts. The Engineer will also include the necessary TxDOT standard details required for both the sidewalk and ramps as well as traffic control.

Attachment No. 2

Time Schedule

Carmen Anaya Elementary Design – 3 Weeks

PSJA Tri-City Pedestrian Safety Improvements							
School	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Carmen Anaya - Design							

Attachment No. 3 Fee Schedule

Payment shall be based on each task completed:

Carmen Anaya Elementary (Design)	\$ 14,480.00
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Total Lump Sum Amount –	\$ <u>14,480.00</u>
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**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 1

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **January 24, 2019** for the **PSJA Tri-City Pedestrian Safety Improvements Project**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work

Carmen Anaya Elementary School Area

The project shall consist of providing engineering services for constructing a sidewalk on the south side of Dicker Road from Jackson Road to Cage Boulevard (US 281) in Pharr for the Carmen Anaya Elementary School area. The total distance of sidewalk and ramps to be constructed is approximately 6,800 linear feet.

Engineering Design & Plan Preparation

The Engineer will design the sidewalk and ramps along the approximately 6,800 LF to meet ADA standards. The plans will consist of a layout showing the proposed sidewalk location. Details will be provided to include cross-sections at each driveway or roadway crossing. Both cross-slope and longitudinal slope will be verified to meet ADA standards. Details will be provided to either go around, relocate, or adjust any obstructions encountered, such as mailboxes, water valves, or sanitary sewer cleanouts. The engineering will also include the necessary TxDOT standard details required for both the sidewalk and ramps as well as traffic control.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee

1. Add the following fees:

- a. Task D – Engineering Design & Plan Preparation– \$ 14,480.

This amendment adds **\$14,480.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 31,620.00 to **\$ 46,100.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

**R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.**

ENGINEERING FIRM

By: _____
Signature

Ramiro Gutierrez, PE
ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Alex Meade
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: July 9, 2019

MEETING DATE: July 17, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 2 with Jimmy Closner & Sons Construction Company Inc. for the Water Transmission Main Improvements Project. (Bid No. 1415-02-582-0037)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Change Order Number 2 is for the relocation of existing electrical wiring in conflict with the proposed waterline.

Financial Consideration:

Original Contract Amount \$6,591,196.00

Change Order #1 \$1,131,675.00

Change Order #2 \$7,475.00

New Contract Amount \$7,730,346.00

Staff Recommendation: Staff recommends approval of Change Order Number 2 to add \$7,475 to the Water Transmission Main Improvements contract with Jimmy Closner & Sons Construction Company Inc.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 7/9/2019

Omar Anzaldua

Approved - 7/9/2019

Veronica Gutierrez

Approved - 7/10/2019

Karla Moya

Approved - 7/12/2019

City Management Office

Final Approval - 7/12/2019



City of Pharr- South Water Transmission Main Project

PREPARED BY: Garcia Infrastructure Consultants, LLC

PREPARED FOR: City of Pharr

SUBJECT: City of Pharr - South Water Transmission Main Project
Revised Change Order No. 2

DATE: July 5, 2019

GIC is recommending approval of Change Order No. 2. The Contractor is requesting additional funds for work related to the relocation of existing conduits along the proposed 20-inch water transmission main alignment as well as a 90-day time extension.

The existing conduits needed to be relocated to install the new 20-inch water transmission main. The time extension request is due to delays in securing necessary signatures on easements from property owners. City of Pharr staff has been working diligently on obtaining the required signatures, but some property owners have been slow to respond.

GIC recommends approval of additional funds and requested time extension as submitted by Jimmy Closner & Sons Construction Co., Inc.

Attachment A-



CHANGE ORDER

Contractor: Jimmy Closner & Sons Construction Co., Inc.

Change Order No.: 2

Project: City of Pharr WTM Improvements Project

Date: 06/21/2019

Notice to Proceed Date: 03/15/2016

Change Order Amount: \$ 7,475.00

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

Consolidation to include additional funding for relocation of existing electrical wiring within an existing easement. Add additional construction time for construction period.

Reason for Change Order:

Due to the development of a new site after the plans were finished new electrical conduits were installed on the proposed easement location of the 20" water line alignment.

Due to easement delays the contractor was delayed from starting construction on the target day.

Contract Price		Contract Time(Calendar Days)	
Original Contract:	<u>\$ 6,591,196.00</u>	Original Completion Date:	<u>06/30/2019</u>
Previous Change Order: (+/-)	<u>\$ 1,131,675.00</u>	Additional Days:	<u>90</u>
This Change Order: (+/-)	<u>\$ 7,475.00</u>	Revised Completion Date:	<u>09/28/2019</u>
Revised Contract Amount:	<u>\$ 7,730,346.00</u>		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Robert Closner
Contractor


Authorized Signature

06/21/2019
Date

Recommended:

Javier Garcia, P.E.
Project Engineer


Authorized Signature

7/5/19
Date

Omar Anzaldua, P.E.
City Engineer

Authorized Signature

Date

Approved:

City Manager

Authorized Signature

Date

JIMMY CLOSNER & SONS CONST. CO., INC.
P.O. BOX 170
MERCEDES, TEXAS 78570

DATE: JUNE 19, 2019

PH: 956-565-2688
FX: 956-565-0347

TO: GARCIA INFRASTRUCTURE CONSULTANTS
ATTN: JAVIER GARCIA, P.E.

JOB: CITY OF PHARR
WATER TRANSMISSION MAIN IMP'S

RE: REPAIRS DUE TO ELECTRICAL LINE CONFLICT
TRANCASA PROPERTY
PHARR, TEXAS

REQUEST FOR CHANGE ORDER

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
ELECTRICAL REPAIRS	LS	1	\$7,475.00	\$7,475.00
TOTAL AMOUNT				\$7,475.00

ADDITIONAL DAYS REQUESTED WITH CHANGE ORDER

90 Days

CHANGE ORDER DESCRIPTION:

Repairs to electrical line due to conflict with 20" waterline.

SUBMITTED BY:



JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.

06/21/2019

DATE

APPROVED BY:

JAVIER GARCIA, P.E.
GARCIA INFRASTRUCTURE CONSULTANTS

DATE

OMAR ANZALDUA, JR., P.E.
CITY ENGINEERING

DATE

JOSE A. VILLESAS
PUBLIC UTILITY DIRECTOR

DATE

Customer Agreement

911 E Pike St. Suite 333 | Seattle, WA 98122



Client Information

Organization
City of Pharr
Address Line 1
118 S. Cage Blvd.
Address Line 2

City, State, Zip
Pharr, TX 78577
Phone Number

Primary Customer Contact Name
Anali Alanis
Primary Customer Contact Email
anali.alanis@pharr-tx.gov
Accounts Payable Contact Name
Anali Alanis
Accounts Payable Contact Email
anali.alanis@pharr-tx.gov

What's Included

	601 - 650	Employees		Authorized Customer Signature
Applicant Tracking		☐		Alex Meade
Performance Management	Pro	☒	\$ 27,767	Title
Learning Management		☐		City Manager
Trainees				Date
				Authorized ATSI Signature
1st Year Subscription Cost		\$ 27,767	Title	
2nd Year Subscription Cost		\$ 27,767	Begin Date	

Terms

The 1st Year Subscription Cost, plus tax if applicable, is due at the agreement "Begin Date." Customer will be billed 2nd Year Subscription Cost on the anniversary of the Begin Date. Payment Terms are Net 30 when paying by check or ACH. Accounts are reviewed two months prior to the Begin Date to determine the actual number of employees active in the system for the current contract year. The Initial Term of this Agreement is for two (2) years from the Begin Date and will renew in two year increments thereafter unless either Client or Company notifies the other of desire to cancel the contract at least sixty (60) days prior to the Begin Date. Completion of this form will authorize ATSI to submit invoice. Implementation of the system, as contracted by the client, will begin immediately upon signing of the agreement. All Sales are subject to the terms and conditions of ATSI Master Software Agreement as referenced below.

☒ Use of Logo. Customer hereby grants to ATSI the right to use Customer's company logo in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as an ATSI customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

ATSI (Applied Training Systems, Inc.)
SOFTWARE AS A SERVICE AGREEMENT
PARTIES:

ATSI, a Delaware corporation (Trakstar, Reviewsnap, Recruiterbox, and Mindflash), (hereinafter referred to as “Company”, and “Customer,” as referred to on the Customer Agreement are sometimes referred to as “Party” or collectively as “Parties” in this “Agreement.”

RECITALS:

- a) Company owns proprietary employee Human Resource Software and documentation (hereinafter referred to as the “System”);
- b) Customer desires to access the System and Company desires to offer the System according to this Agreement as set forth below.
- c) ATSI reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending Customer a notice via e-mail, and Customer consents to receipt of such notice. Customer shall be responsible for reviewing and becoming familiar with any such modifications. Use of the System by Customer following such notification constitutes Customer’s acceptance of the terms and conditions of this Agreement as modified. Any new features that augment or enhance the current System, including the release of new tools and resources, shall be subject to this Agreement.

NOW THEREFORE, in consideration of the recitals, covenants and consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1) **System SaaS License.** Subject to the terms and conditions of this Agreement, including the timely payment of all fees due hereunder, Company hereby grants to Customer a personal, non-exclusive, non-transferable license to access and use the System over the Internet. The System provides the business functionality set forth in Company’s documentation as amended when Company modifies the System from time to time (the “Specifications”).

2) **Term and Termination.** Agreement shall begin on the Agreement Begin Date as referenced in the associated Customer Agreement and shall last for a duration of 24 months. Thereafter, subject to any price changes implemented by Company, this Agreement shall renew for one year unless either Party has delivered a written notice of termination to the other at least 60 days' prior to termination. In addition, upon a material breach of this Agreement, the non-breaching Party may send written notice to the breaching Party informing the breaching Party of the nature of the breach and providing thirty (30) days to cure a non-monetary breach and ten (10) days to cure a monetary breach (the "cure period"). If the breaching Party does not cure the material breach within the cure period, the non-breaching Party may immediately terminate this Agreement.

3) **Restrictions.** Customer agrees that it will not, and will not allow, its directors, officers, business partners, or employees or agents to:

a) Reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the System or any component thereof;

b) Copy, reproduce, modify, sell, lease, sub-license, market or commercially exploit in any way the System or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement;

c) Use, or permit the use of, the System except for Customer's internal purposes. Customer agrees that it shall not provide access to or perform services for third parties using the System including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement;

d) Disclose, resell or grant access to an access code to the System or any component thereof to any third party not affiliated with the company.

4) Payment and Taxes.

a) Amounts invoiced hereunder are due upon receipt of invoice.

b) Customer agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Company must pay based on this Agreement, except for taxes based on Company's income.

c) Customer must provide full legal name, full company name, a valid e-mail address, correct billing information and any other information requested in order to complete the payment process.

5) Service Level Commitment.

a) An Outage will be deemed to occur when the System is unavailable to Customer in Customer's hosted production environment, and end when ATSI has restored availability of the Application. Except for those instances described below, Company shall ensure 99.9% Application Availability. Failure to achieve service availability shall not constitute a material breach of this Agreement. Instead, Application Availability falling below these thresholds, as measured in one calendar month, will result in an extended Credit to be refunded to Customer as percentage of monthly cost of service (1/12th annual subscription) as follows:

- 99.90% to 99.75% — 10%
- 99.75% to 98.25% — 25%
- 98.25% to 97.75% — 50%
- 97.75 to 96.75% — 75%
- 96.75 — 100%

b) Customer agrees to notify Company immediately if Customer suspects the Site is unavailable due to a fault of Company. Customer agrees to provide reasonable information as requested by Company for proper diagnosis or repair. Service Level Commitment does not apply as a result of:

i) Unavailability due to scheduled maintenance, which includes but is not limited to, infrequent, commonly by bimonthly, product updates and improvements.

ii) Periods of unavailability during which Customer's account is not in good financial standing or Customer is in violation of this Agreement.

c) Circumstances beyond Company's control, including, without limitation, acts of any governmental body, war, sabotage, embargo, fire, flood, extended unavailability of Public Utility Service or unavailability or delay in telecommunications, third party Internet Service Providers, third-party hosting services, co-location sites, or issues related to a vendor's or Customer's business operations, equipment or third party servicers.

d) Customer's misuse of the System.

6) Customer Support.

a) First-Line Support. Customer shall provide first-line support to its Users. Customer shall appoint an “Internal Administrator” and communicate in writing to Company the Internal Administrator’s name and contact information. In order for the System to function, Users must be trained and Customer-specific data must be input into the system. The Internal Administrator shall be responsible input for Customer related information User ID information, and organizational structure. All questions regarding the functioning of the System shall be directed first to Customer’s Internal Administrator.

b) Second-Line Support. Provided that Customer is current in its payment of fees under this Agreement, Company shall provide to Customer its standard technical support and maintenance. Company support personnel shall be available to the Customer’s Internal Administrator to provide telephone support and assistance via-e-mail and other Internet based technology directly to Customer’s Internal Administrator during Company’s normal business hours (9:00 AM-8:00 PM Eastern Time M-F). Second-line support means direct technical support of the System, including, but not limited to, (i) direct response to the Internal Administrator’s inquiries concerning performance, functionality or operation of the System; (ii) a direct response to reported problems for performance deficiencies with the System; (iii) a diagnosis of problems for performance deficiencies of the System; and (iv) a resolution of the problems for performance deficiencies of the System. Company shall also provide standard error correction and maintenance modifications to the System.

c) Notwithstanding the above, if Company makes a reasonable business determination that the technical support requested by Customer pursuant to this section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar Customer of the System, Company shall notify Customer that the requested support is considered an additional service which shall be subject to additional fees, to be negotiated.

7) **System Maintenance.** Company shall employ reasonable efforts to ensure the security, confidentiality and integrity of all Customer data and other proprietary information transmitted through or stored on the System. Company shall maintain backup information on all Customer data in the application on a daily incremental basis during the week and a full backup each weekend.

8) **User Responsibilities.** Password Protection. As part of the registration and account creation process User will need a User Name and a Password. User may not select a User Name which is identical to that used by another person or use a User Name which is in the sole opinion of Company offensive or inappropriate. Customer shall be solely responsible for maintaining the confidentiality of Password. Customer is solely responsible for all usage or activity on Customer's account, including but not limited to use of Customer's account, Customer's User Identification, and Customer's Password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Customer's account, in Company's sole discretion, and Company may refer Customer to appropriate law enforcement agencies.

9) **Customer Responsibilities.** Customer is responsible for all activity occurring under its account and will abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with its access or use of the System, including those related to data privacy, international communications and the transmission of technical or personal data. Customer will be solely responsible for ensuring that its Users receive sufficient training to enable proper access or use of the System. Customer will be solely responsible for, and will bear the cost of, providing all equipment, facilities and connectivity, including without limitation any Internet access or telecommunications services, necessary to use and access the System.

10) **Provision of Releases.** At its sole option, Company shall be entitled to prepare new versions of the System that Company generally makes available to its Customers ("Update Releases"). Company exclusively shall determine whether Update Releases shall be included in the System provided pursuant to this Agreement. At any time, Company may install any Update Releases to provide the services described herein, or develop new modules for upgraded licenses at an additional cost. Prices of the System, including but not limited to monthly subscription plan fees to the System, are subject to change upon 60 days' notice from ATSI. Such notice may be provided at any time by email, posting the changes to the website or the System itself. ATSI Inc. shall not be liable to Customer or to any third party for any modification, price change, suspension or discontinuance of the System.

11) **Right to Modify the System.** Company may from time to time, in its sole discretion, change some or all of the functionality or any component of the System or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the System.

12) **Confidential Information.**

a) Each Party acknowledges that confidential information (including customer data, trade secrets and confidential technical, financial and business information) (collectively, "Confidential Information") may be exchanged between the Parties pursuant to this Agreement. Each Party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other Party. Each Party agrees that it will not disclose or use the Confidential Information of the other Party except for the purposes of this Agreement and as authorized herein or as required by the Texas Public Information Act, or by law. Customer will promptly report to Company any unauthorized use or disclosure of Company's Confidential Information that the Customer becomes aware of and provide reasonable assistance to Company (or its licensors) in the investigation and prosecution of any such unauthorized use or disclosure.

b) Notwithstanding Section 12(a), the recipient of Confidential Information may use or disclose the Confidential Information to the extent that such Confidential Information is: (i) already known by the recipient without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient, (iii) rightfully received from a third party without any obligation of confidentiality, (iv) independently developed by the recipient without use of the Confidential Information of the disclosing Party, (v) approved by the disclosing Party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient provides the disclosing Party with notice of such requirement prior to any such disclosure and takes all reasonable steps available to maintain the information in confidence.

c) Customer shall safeguard and maintain the Confidential Information of Company in strict confidence and shall not, and shall cause all Users not to, disclose, provide, or make such Confidential Information or any part thereof available in any form or medium to any person except to the Customer's employees, contractors and consultants who have a need to access such Company's Confidential Information in order to enable the Customer to exercise its rights under this Agreement, or as required by the Texas Public Information Act or by law. The Customer also agrees not to: (i) disclose to third parties (whether in writing or orally) any benchmark test data related to the System, and (ii) use Company's Confidential Information to create any computer software or documentation that is substantially similar to the System software.

13) Data Issues.

a) Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of [including Customer's intellectual property ownership of and Customer's right (and that of the Users of Customer's organization) to access or use all data, information, or material that Customer submits to the System during Customer's access or use of the System ("Customer Data"). Company does not own any Customer Data.

b) During the term of this Agreement, Customer hereby grants to Company the right to duplicate, create derivative works, distribute and display Customer Data solely to enable Company to provide the System to Customer in conformance with the Specifications.

c) Except as permitted in this Agreement, Company will not edit, delete, or disclose the contents of Customer Data unless authorized by Customer or unless Company is required to do so by law or in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on Company; (ii) protect and defend the rights or property of Company; (iii) enforce this Agreement; or (iv) perform Company's obligations described in this Agreement, the Specifications or in conformance with Customer's instructions.

d) Company may provide user statistical information such as usage or traffic patterns in aggregate form to third parties, but such information will not include identifying information. Company may access Customer Data to respond to service or technical problems with the System.

e) Customer will be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store regarding any Customer Data.

f) Company reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer may store, post or transmit on or through the System.

14) **Return of Confidential Information.** Upon the termination of this Agreement for any reason whatsoever, each Party may request of the other that all documents, information, data and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the Party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within thirty (30) days of the termination of this Agreement, the Confidential Information shall be

destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.

15) **Protection of Proprietary Rights.** Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the System.

16) **Intellectual Property Rights.** Company and its licensors shall retain all ownership, title, copyright, patent, trademark, and other proprietary rights in and to the System and any component thereof, and all content, features, and functionalities of the System. Customer does not acquire any rights, express or implied, in the System.

17) **Feedback.** Customer may from time to time provide feedback which will not be treated as confidential information. Customer is not obligated to provide Company with feedback. To the extent, Customer does provide feedback to Company, Customer shall, and hereby does, grant the company a non-exclusive, worldwide, perpetual, irrevocable, transferable, assignable, sub-licensable, royalty-free, fully paid-up license to use and exploit the feedback for any purpose.

18) **Limited Warranty.** Company, its suppliers and licensors warrant that the system and any services provided under this agreement (hereinafter collectively referred to as the “services”) will substantially conform to any specifications and system documentation.

19) **Warranty disclaimer.** Except as expressly provided in the limited warranty, and except as provided in Section 23 hereof, company and its licensors expressly disclaim any and all representations, warranties and conditions of any kind or nature, express or implied, whether written or oral, including without limitation, representations, warranties and conditions of satisfactory quality, performance, merchantability, merchantable quality, durability, fitness for a particular purpose, title, non-infringement and those arising by statute or otherwise in law or from a course of dealing or use of trade. Company and its licensors do not represent or warrant that: (i) the services will meet the customer’s business requirements; (ii) the services will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (iii) all deficiencies any services or the system can be found or corrected.

a) Where applicable, Customer acknowledges that ATSI has no control over, and no duty to take any action regarding: which Content (as defined hereafter) Customer accesses via the Site; what effects the Content may have on Customer; how Customer may interpret or use the Content; or what actions Customer may take as a result of having been exposed to the Content. Customer releases ATSI from any

and all liability for Customer having acquired, used, relied on, acted upon (or not acquired) Content obtained or obtainable through the Site. ATSI makes no representations or warranties concerning any content contained in or accessed through the Site, and ATSI will not be responsible or liable for the accuracy, completeness, copyright compliance or legality of material or Content contained in or accessed through the Site.

b) To the fullest extent allowed by law, ATSI disclaims any liability or responsibility for the accuracy, reliability, availability, completeness, legality or operability of the content, material and/or services provided on this site. By using this site, you acknowledge that ATSI is not responsible or liable for any harm resulting from (i) use of the site; (ii) the temporary or permanent inability to access or retrieve any content from the site and (iii) downloading information contained on the site; including, without limitation, harm caused by viruses, worms, trojan horses, or any similar contamination or destructive program.

c) The limitations specified in this section will survive termination or expiration of this agreement. Some states do not allow limitations relating to implied warranties, so the above limitations may not apply to Customer.

20) Exclusive Remedy. Except for the exclusive remedy as provided above for service level commitments, and except for the exclusive remedy provided by Company for infringement, for any breach of warranty or the failure of Company to provide the services as required herein (a “deficiency”), the Customer’s sole and exclusive remedy and Company’s entire obligation hereunder shall be, at Company’s option, for Company to cure the deficiency or for Company to refund an amount equal to the amount Customer paid for the deficiency reduced by any benefit received by Customer for the deficiency.

21) Limit of Liability.

a) Except as otherwise provided herein, for any breach or default by company of any of the provisions of this agreement, or with respect to any claim arising herefrom or related hereto, Company and its licensors’ entire liability, if any, shall in no event exceed annual fees paid to Company by customer pursuant to this agreement in the calendar year in respect of which the cause of action first arose. Customer acknowledges that the prices quoted herein are consideration for the stated limits of liability in this paragraph. In no event will Company and its licensors be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, loss of cover, damages for delay,

punitive or exemplary damages, failure to realize expected profits or savings or any claim against Customer by any other person, even if Company and its licensors have been advised of the possibility of any such losses or damages and even if the remedy set forth herein shall be deemed to have failed of its essential purpose.

b) No party may bring an action, regardless of form, arising out of or related to this agreement (other than to recover fees or expenses due to company) more than one year after the cause of action has arisen or the date of discovery of such cause, whichever is later.

22) Mutual Indemnification. Subject to the provisions contained herein, and to the extent allowed by law, and, with respect to Company, excluding the indemnification described below for infringement, each Party agrees to defend, indemnify and hold the other and its officers, directors, agents, affiliates, distributors, franchisees and employees harmless against any loss, damage, expense, or cost, including reasonable attorneys fees to the extent allowed by law and as Provided by Texas Local Government Code Section 271.153, () (“Liabilities”) arising out of any claim, demand, proceeding, or lawsuit by a third party relating to this Agreement, and due to the indemnifying Party’s acts or omissions.

23) Company Indemnity and Exclusive Remedies for Infringement. Company warrants that the System provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret, or other proprietary or property right of any person or entity. In the event of a claim against Customer asserting or involving such an allegation, as Customer’s exclusive remedy, Company will defend, at Company’s expense, and will indemnify Customer and hold Customer harmless against any loss, cost, expense (including attorneys’ fees), or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the System by reason of the allegations, or if in Company’s opinion the System is likely to become the subject of such a claim of infringement, Company will, at its option and in its expense, and as Customer’s exclusive remedy, (a) procure for the Customer the right to continue using the System; (b) replace or modify the same so that it becomes noninfringing (such modification or replacement shall be functionally equivalent to the original); or (c) if neither (a) nor (b) is practicable, for any prepaid licensee fees, repurchase the System from Customer on a depreciated basis utilizing a straight line depreciation method, commencing on the date hereof and terminate this agreement. Notwithstanding the foregoing, the Company will not indemnify the Customer if the Customer alters the System or uses it outside the scope of use identified in the Company’s user documentation. In addition, the Company will not

indemnify the Customer to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Company, or (ii) any system from a third party portal or other external source that is accessible to Customer within or from the System (e.g., a third-party Web page accessed via a hyperlink) or (iii) based upon the combination of any system with any products or services not provided by Company. This section provides the Parties' exclusive remedy for any infringement claims or damages.

24) **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The contact information below the Parties signatures may be used by the Parties hereto.

25) **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or employee of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

26) **Integration.** This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the Parties. There are no agreements, representations, or warranties between or among the Parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

27) **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal,

enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

28) **Consent to Jurisdiction.** The Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the State of Texas, in Hidalgo County.

29) **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Texas.

30) **General Interpretation.** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

31) **EU-US Privacy Shield.** ATSI complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. ATSI has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

In compliance with the Privacy Shield Principles, ATSI commits to resolve complaints about our collection or use of your personal information. Individuals in the European Union (EU) with inquiries or complaints regarding our Privacy Shield policy should first contact ATSI at:

support@reviewsnap.com

ATSI has further committed to cooperate with EU data protection authorities (DPAs) and comply with the advice given by such authorities with regard to unresolved Privacy Shield complaints concerning human resources data transferred from the EU in the context of the employment relationship. If timely acknowledgment of your complaint is not received from us, or if we have not addressed your complaint to your satisfaction, please contact the EU DPAs for more information or to file a complaint. The services of EU DPAs are provided at no cost to you.

ATSI does not disclose personal information to third parties, unless required to do

so in response to a lawful request by public authorities, including to meet national security or law enforcement requirements. In cases of onward transfer to third parties of data of EU individuals received pursuant to the EU-US Privacy Shield, ATSI is potentially liable. Individuals have the right to access their personal data as long as a.) the individual is in good standing with their organization b.) the organization is a customer in good standing with ATSI. Individual personal data is accessible by the identified, customer-appointed system administrator of the ATSI system (contact support to identify your system administrator.) ATSI is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). Individuals have the possibility, under certain conditions, to invoke binding arbitration before a Privacy Shield Panel.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: July 11, 2019

MEETING DATE: July 17, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on award of contract for the Hi Line 16-inch Waterline Project Project. (Project No. 1819-60-583-C015-051)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: On July 2011, formal bids were opened, with fourteen (14) respondents to the solicitation. The bids received ranged from \$292,647.88 to \$723,865.00

Financial Consideration: \$292,647.88

Staff Recommendation: Staff recommends award of contract for Hi Line 16-inch Waterline Project. (Project No. 1819-60-583-C015-051) to the lowest responsive and responsible bidder, Castle Enterprise. from Monte Alto, TX, in the amount of \$292,647.88

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 7/11/2019

Omar Anzaldua

Approved - 7/11/2019

Veronica Gutierrez

Approved - 7/12/2019

Karla Moya

Approved - 7/12/2019

City Management Office

Final Approval - 7/12/2019



PREPARED BY: VG
READ BY:

BID OPENING: JULY 11, 2019 AT 4:00 P.M.
LOCATION: CITY COMMISSION ROOM

Project 1819-60-583-C015-051 - HI LINE ROAD 16-INCH WATERLINE

ITEM	DESCRIPTION	U/M	QTY	CASTLE ENTERPRISES, LLC MONTE ALTO, TEXAS	TEXAS CORDIA CONSTRUCTION EDINBURG, TX	ROTH EXCAVATING INC. PHARR, TX	I&E CONTRACTORS, LLC ALAMO, TX	GO UNDERGROUND, LLC HARLINGEN, TX
1	16 PVC C900 DR 18 WATERLINE	4100	LF	\$156,333.00	\$147,600.00	\$147,600.00	\$180,400.00	HC \$200,084.69 \$200,080.00
2	12" GATE VALVE W/BOX	2	EA	\$4,879.44	\$5,970.00	\$5,776.00	\$5,200.00	\$5,887.02
3	16" GATE VALVE W/BOX	7	EA	\$48,984.88	\$55,230.00	\$49,000.00	\$49,000.00	HC\$ 47,245.06 \$47,245.03
4	6" GATE VALVE/BOX(FOR FUTURE FIRE HYDRANT)	1	EA	\$886.87	\$1,440.00	\$1,111.00	\$1,100.00	\$1,781.03
5	18"X16" TEE (REPLACE 18"X12" CAGE BLVD)	1	EA	\$4,220.87	\$4,910.00	\$6,500.00	\$3,200.00	\$4,491.07
6	REPLACE 12" WITH 16" INSIDE CASING (CAGE BLVD)	1	EA	\$1,906.50	\$4,880.00	\$5,500.00	\$4,000.00	\$3,898.27
7	RECONNECT EXISTING FIRE HYDRANT (CAGE BLVD)	1	EA	\$1,894.45	\$1,645.00	\$1,750.00	\$1,800.00	\$3,848.27
8	16"X16" TEE	2	EA	\$3,659.94	\$2,830.00	\$7,000.00	\$4,200.00	HC \$4,695.55 \$4,695.56
9	16"X12" TEE	1	EA	\$1,525.43	\$1,930.00	\$2,000.00	\$1,000.00	\$2,100.19
10	16"X6" TEE(FOR FUTURE FIRE HYDRANT)	1	LF	\$1,328.65	\$1,740.00	\$2,000.00	\$1,100.00	\$2,140.20
11	16" 45 DEGREE MJ BEND WITH MEGA LUGS	18	EA	\$19,514.88	\$23,400.00	\$31,500.00	\$15,300.00	HC \$28,825.60 \$28,825.56
12	16"X12" REDUCER	3	EA	\$2,420.64	\$2,700.00	\$4,125.00	\$2,400.00	HC \$4,121.98 \$4,121.97
13	16" BLIND FLANGE	1	EA	\$439.11	\$819.00	\$1,000.00	\$1,100.00	\$1,387.00
14	12" BLIND FLANGE	1	EA	\$293.70	\$660.00	\$800.00	\$900.00	\$968.78
15	CONNECT TO EXISTING 12" VALVE (AT MONARCH IND. PARK)	1	EA	HC \$292.50 \$295.20	\$1,050.00	\$1,250.00	\$5,000.00	\$2,373.83
16	26" STEEL CASING BORE ACROSS HI LINE ROAD AT CAGE	60	LF	\$5,961.60	\$13,500.00	\$21,000.00	\$15,000.00	HC \$5,480.87 \$5,481.00
17	26" STEEL CASING OPEN CUT ACROSS DITCH	110	LF	\$10,929.60	\$11,550.00	\$14,850.00	\$19,250.00	HC \$10,406.87 \$10,407.10
18	26" PVC CASING OPEN CUT ACROSS HI LINE ROAD	90		\$8,942.40	\$20,610.00	\$12,150.00	\$11,250.00	HC \$8,527.97 \$8,528.40
18	26" STEEL CASING OPEN CUT ACROSS TWO GEMINI DRIVES	76	LS	\$5,861.88	\$9,880.00	\$9,120.00	\$9,500.00	HC \$6,057.52 \$6,057.20
19	BANK STABILIZATION AT DITCH	1	LS	\$3,075.00	\$2,040.00	\$1,500.00	\$1,500.00	\$5,000.00
20	REPAIR 20 FT. PAVED ROAD (HI-LINE) FOR OPEN CUTS AT MONARCH	1	LS	\$7,386.15	\$4,445.00	\$2,600.00	\$2,500.00	\$4,000.00
21	VALVE MARKER	9	EA	\$658.71	\$1,305.00	\$900.00	\$990.00	\$1,893.15
22	FLUSH OUT VALVE WITH 2" THREADED CAP	1	EA	\$1,248.98	\$945.00	\$1,600.00	\$1,800.00	\$1,617.43
TOTAL AMOUNT:				\$292,647.88	\$321,079.00	\$330,632.00	\$337,490.00	HC \$356,832.34 \$356,828.06
HARD-COPY				YES	YES	YES	YES	YES
ELECTRONIC COPY				YES	YES	YES	YES	YES
ADDENDUM:				YES	YES	YES	YES	YES
BID BOND:				YES	YES	YES	YES	YES

OG CONSTRUCTION EDINBURG, TX	RDH SITE AND CONCRETE PALMVIEW, TX	MCALLEN MULTI- SERVICE MCALLEN, TX	GARCO INDUSTRIES SAN JUAN, TX	ARTILLERY, LLC EDINBURG, TX	IOC COMPANY, LLC EDINBURG, TX	GONZALEZ ENGINEERING MANAGEMENT EDINBURG, TX
\$202,786.00	\$184,500.00	\$176,300.00	\$182,450.00	\$205,000.00	\$180,400.00	\$246,000.00
\$6,832.40	\$8,800.00	\$6,400.00	\$7,100.00	\$8,000.00	\$7,000.00	\$5,600.00
\$51,519.51	\$87,500.00	\$50,400.00	\$68,320.00	\$56,000.00	\$59,500.00	\$49,000.00
\$981.00	\$930.00	\$1,100.00	\$1,150.00	\$2,000.00	\$2,800.00	\$950.00
\$3,315.00	\$6,500.00	\$9,500.00	\$6,585.00	\$6,000.00	\$4,750.00	\$5,200.00
\$8,500.00	\$6,200.00	\$12,500.00	\$11,000.00	\$7,000.00	\$5,250.00	\$10,000.00
\$800.00	\$1,900.00	\$2,800.00	\$2,850.00	\$2,500.00	\$3,000.00	\$2,500.00
\$3,950.00	\$2,750.00	HC \$2,650.00	\$5,390.00	\$6,000.00	\$3,000.00	\$4,500.00
\$975.00	\$1,850.00	\$2,100.00	\$1,977.00	\$2,500.00	\$1,750.00	\$2,000.00
\$1,490.00	\$1,900.00	\$1,800.00	\$1,880.00	\$2,500.00	\$1,750.00	\$2,200.00
\$28,800.00	\$27,900.00	HC \$2,400.00	\$43,200.00	\$33,300.00	\$32,400.00	\$23,400.00
\$8,850.00	\$3,375.00	\$3,600.00	\$3,300.00	\$4,500.00	\$3,000.00	\$2,850.00
\$510.00	\$783.00	\$850.00	\$575.00	\$1,000.00	\$825.00	\$700.00
\$280.00	\$506.00	\$600.00	\$336.00	\$1,000.00	\$675.00	\$650.00
\$850.00	\$700.00	\$1,800.00	\$500.00	\$2,500.00	\$3,550.00	\$1,500.00
\$8,700.00	\$7,140.00	\$10,800.00	\$16,290.00	\$15,000.00	\$19,500.00	\$15,000.00
\$12,430.00	\$13,090.00	\$29,700.00	\$22,000.00	\$17,600.00	\$30,250.00	\$27,500.00
\$9,000.00	\$10,710.00	\$12,600.00	\$12,150.00	\$14,400.00	\$26,550.00	\$13,500.00
\$8,816.00	\$9,044.00	\$11,400.00	\$7,220.00	\$7,600.00	\$22,420.00	\$11,400.00
\$2,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$4,000.00	\$500.00	\$5,000.00
\$4,500.00	\$4,000.00	\$1,500.00	\$3,500.00	\$4,000.00	\$7,850.00	\$3,000.00
\$702.00	\$1,800.00	\$900.00	\$900.00	\$2,700.00	\$1,125.00	\$4,500.00
\$1,480.00	\$300.00	\$1,200.00	\$1,650.00	\$2,000.00	\$2,000.00	\$1,500.00
\$368,566.91	\$387,178.00	\$391,350.00	\$398,423.00	\$406,200.00	\$410,845.00	\$437,550.00
YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	ONLY 1 & 2	YES
YES	YES	YES	YES	YES	YES	YES

RE FRIEDRICHS COMPANY MCALLEN, TX	GONZALEZ DE LA GARZA & ASSOCIATES, LLC MCALLEN, TX
\$220,088.00	\$449,975.00
\$10,080.00	\$18,000.00
HC \$50,000	
\$49,999.95	\$107,919.00
\$5,692.41	\$1,386.00
\$5,500.00	\$5,892.00
\$4,500.00	\$8,000.00
\$5,692.41	\$4,092.00
\$10,200.00	\$445.00
\$5,000.00	\$3,051.00
\$5,100.00	\$2,500.00
\$46,800.00	\$35,100.00
\$10,080.00	\$4,125.00
\$2,800.00	\$900.00
\$2,500.00	\$400.00
\$7,732.41	\$1,800.00
\$24,000.00	\$12,780.00
HC \$32,000	
\$31,999.00	\$18,810.00
\$29,160.00	\$15,390.00
\$13,300.00	\$11,400.00
\$18,000.00	\$4,000.00
\$24,000.00	\$15,000.00
\$2,160.00	\$900.00
\$3,000.00	\$2,000.00
\$537,384.18	\$723,865.00
YES	YES
YES	YES
YES	ONLY 1&2
YES	YES



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

July 12, 2019

Mr. Omar Anzaldua
City of Pharr
118 South Cage
Pharr, TX 78577

RE: Hi-Line 16" Waterline Project

Dear Mr. Anzaldua:

We received bids on the above referenced project on July 11, 2019. We recommend awarding the project to Castle Enterprises, LLC. of Monte Alto, Texas for their low bid in the amount of \$292,647.88.

Attached is a copy of the bid tabulation for your information.

Respectfully Submitted,

Fred Kurth, P.E.
Project Engineer

FK:cs

Attachment