



**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
MONDAY, AUGUST 19, 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. 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.*

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

A) Submission of Certified Totals for Tax Assessed Values 2019 . (FINANCE)

B) Submission of Sales Tax Collection Report for August 2019. (FINANCE)

C) Submission of Tax Collection Report for July 2019. (FINANCE)

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D) Submission of Quarterly Report for period ending June 2019. (FINANCE)

E) City Events of Interest. (ADMINISTRATION)

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

A) Approval of Minutes for August 7, 2019 Regular Called Meeting and August 9, 2019 Workshop Meeting. (ADMINISTRATION)

B) Consideration and action authorizing Pharr Police Department to submit application for the 2020 TxDOT STEP CMV Comprehensive Grant. (POLICE)

C) Consideration and action authorizing Pharr Police Department to submit application for the 2020 TxDOT STEP Comprehensive Grant. (POLICE)

D) Consideration and action authorizing Pharr Police Department to submit application for the 2019 Edward Byrne Memorial Justice Grant. (POLICE)

E) Consideration and action, if any, authorizing City Manager to advertise for bids for the Hike & Bike Phase II-Ridge Road Utility Relocation Project. (Project #1819-40-510-C020-301) (ENGINEERING)

F) Consideration and action, if any, on renewal of Memorandum of Understanding with the Texas Department of Public Safety for certification of commercial vehicle and weight enforcement. (POLICE)

G) Consideration and action, if any, on a Memorandum of Understanding between the City of Pharr, Texas and the Government of the State of Zacatecas through the Secretary of CAMPO-Zacatecas, Mexico. (BRIDGE)

H) Consideration and action on Development Services Cases:

1. LEM Group, LLC., d/b/a The Bridge Bar & Grill, 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 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 508 West IH-2, Suite 13.
CUP#150747

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2. City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). The property is legally described as being a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 East Hall Acres Road. **CUP#160628**

3. Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740**

4. R & R Capital Investment Group LLC 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 Residential-Multi-Family High Density District (R-MFHD). The property is legally described as being a 0.28-acre tract of land, out of the N5 acres of the S15 acres out of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3401 North Sugar Road. **COZ#190748**

5. Maria Del Carmen Alvarez has filed the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to a Neighborhood Commercial District (N-C). The property is legally described as being all of Lot 2, Block 1, save and except a 0.02-acre tract of land out of the Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 217 West Sam Houston Avenue. **COZ#190751**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance calling a bond election to be held in the city of Pharr, Texas; making provision for the conduct of an election; and resolving other matters incident and related to such election, including authorizing the execution of any necessary engagement agreements with the city's bond counsel. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance establishing procedures for public testimony. **(2nd and Final Reading)** (ADMINISTRATION)

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C) Consideration and action, if any, on Ordinance amending Ordinance O-2018-45 pertaining to public comments. **(2nd and Final Reading)** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-32 renaming the Pharr Beautification Committee to Keep Pharr Beautiful Committee. **(3rd and Final Reading)** (ADMINISTRATION)

E) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-33 regulating business, storage, disposal, registration and haulers for tires. **(3rd and Final Reading)** (PUBLIC WORKS)

F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). **(3rd and Final Reading)** (PUBLIC WORKS)

G) Consideration and action, if any, on Resolution approving the continued receipt of bingo prize fee funds in accordance with House Bill 914. (ADMINISTRATION)

H) Consideration and action, if any, on Resolution adopting rules of procedure for placement and removal of agenda items for city commission agendas. (ADMINISTRATION)

I) Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the Pharr Economic Development Corporation II Board of Directors. (ADMINISTRATION)

6. ADMINISTRATIVE:

A) Submission and Certification of Effective and Rollback Tax Rate per Hidalgo County Appraisal District for Tax Year 2019. (FINANCE)

B) Discussion and action for vote on proposed tax rate increase and schedule public hearings. (FINANCE)

C) Consideration and action, if any, on authorizing City Manager to Negotiate and Enter into a Contract for Energy Consultant Services. (Project #1819-01-510-S029-235) (PURCHASING)

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D) Consideration and action, if any, on counter offer for the land acquisition of Lot 3, Luvill LLC Estates, Pharr, Hidalgo County, Texas (DEVELOPMENT SERVICES)

7. PURCHASING:

A) Consideration and action, if any, on acquisition of technology equipment for the Pharr Police Department.(Project #1819-01-512-IPQ077-001) (POLICE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action if any on agreement with Pharr San Juan Alamo School District for School Resource Officer (SRO) services. (POLICE)

B) Consideration and action if any of agreement between the Pharr Police Department and Pharr San Juan School district for police K-9 services. (POLICE)

C) Consideration and action if any on agreement with Valley View Independent School district for police K-9 services. (POLICE)

D) Consideration and action, if any, rejecting all bids for the City of Pharr Monument Signage Project (Project No. 1819-40-510-C015-019) and authorizing the City Manager to re-advertise for bids on award of contract. (ENGINEERING)

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:*

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

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

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

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

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

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 16th day of August 2019 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

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August 19, 2019



WITNESS MY HAND AND SEAL, this 16th day of August 2019.

A handwritten signature in cursive script, appearing to read "Imelda Barrera", is written over a horizontal line.

IMELDA BARRERA, TRMC
ASSISTANT 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: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: August 6, 2019

MEETING DATE: August 19, 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 - 8/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: August 15, 2019

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Certified Totals for Tax Assessed Values 2019 .

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Hidalgo County finalized City of Pharr Property Assessment Value for Tax Year 2019 on July, 29, 2019.

Total Net Taxable Value for 2019 is: \$3,186,690,986

Refer to attached report.

Financial Consideration:

Staff Recommendation: This for presentation only.

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 8/15/2019

Karla Moya

Approved - 8/15/2019

Patricia Rigney

Approved - 8/16/2019

City Management Office

Final Approval - 8/16/2019

2019 CERTIFIED TOTALS

Property Count: 28,188

CPR - CITY OF PHARR
Grand Totals

7/29/2019

3:03:41PM

Land		Value			
Homesite:		245,311,425			
Non Homesite:		981,488,737			
Ag Market:		162,356,853			
Timber Market:		0	Total Land	(+)	1,389,157,015
Improvement		Value			
Homesite:		630,304,251			
Non Homesite:		1,671,351,239	Total Improvements	(+)	2,301,655,490
Non Real		Count	Value		
Personal Property:	2,201		467,506,407		
Mineral Property:	545		4,585,836		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	472,092,243
					4,162,904,748
Ag	Non Exempt	Exempt			
Total Productivity Market:	162,356,853	0			
Ag Use:	1,214,062	0	Productivity Loss	(-)	161,142,791
Timber Use:	0	0	Appraised Value	=	4,001,761,957
Productivity Loss:	161,142,791	0	Homestead Cap	(-)	6,535,950
			Assessed Value	=	3,995,226,007
			Total Exemptions Amount (Breakdown on Next Page)	(-)	808,535,021
			Net Taxable	=	3,186,690,986

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	36,163,426	34,833,765	199,521.71	210,071.78	593		
DPS	290,271	290,271	1,780.24	1,792.05	4		
OV65	239,672,703	194,489,051	1,076,941.74	1,136,420.96	3,746		
Total	276,126,400	229,613,087	1,278,243.69	1,348,284.79	4,343	Freeze Taxable	(-) 229,613,087
Tax Rate	0.649000						
						Freeze Adjusted Taxable	= 2,957,077,899

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
20,469,679.25 = 2,957,077,899 * (0.649000 / 100) + 1,278,243.69

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2019 CERTIFIED TOTALS

Property Count: 28,188

CPR - CITY OF PHARR
Grand Totals

7/29/2019

3:04:25PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	599	0	0	0
DPS	4	0	0	0
DV1	79	0	765,826	765,826
DV1S	2	0	10,000	10,000
DV2	42	0	427,500	427,500
DV2S	2	0	15,000	15,000
DV3	45	0	498,628	498,628
DV3S	1	0	10,000	10,000
DV4	117	0	1,370,622	1,370,622
DV4S	16	0	192,000	192,000
DVHS	117	0	12,249,559	12,249,559
DVHSS	12	0	1,184,537	1,184,537
EX	21	0	7,843,372	7,843,372
EX-XJ	1	0	628,966	628,966
EX-XU	2	0	548,774	548,774
EX-XV	672	0	676,990,899	676,990,899
EX366	200	0	28,076	28,076
FR	30	65,652,905	0	65,652,905
HT	1	102,078	0	102,078
OV65	3,879	37,816,779	0	37,816,779
OV65S	215	2,110,000	0	2,110,000
PC	1	89,500	0	89,500
Totals		105,771,262	702,763,759	808,535,021

2019 CERTIFIED TOTALS

Property Count: 28,183

CPR - CITY OF PHARR
ARB Approved Totals

7/29/2019 3:04:25PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	17,501		\$24,178,272	\$1,376,469,982	\$1,319,398,165
B	MULTIFAMILY RESIDENCE	870		\$4,648,993	\$236,706,838	\$236,483,553
C1	VACANT LOTS AND LAND TRACTS	2,479		\$0	\$151,033,757	\$150,990,257
C2	COLONIA LOTS AND LAND TRACTS	4		\$0	\$675,889	\$675,889
D1	QUALIFIED OPEN-SPACE LAND	242	2,928.0336	\$0	\$162,356,853	\$1,214,062
D2	IMPROVEMENTS ON QUALIFIED OP	8		\$14,946	\$57,884	\$57,884
E	RURAL LAND, NON QUALIFIED OPE	50	85.6530	\$2,040	\$8,067,569	\$7,890,633
F1	COMMERCIAL REAL PROPERTY	1,548		\$34,945,499	\$1,001,555,249	\$1,001,395,171
F2	INDUSTRIAL AND MANUFACTURIN	16		\$6,683	\$11,949,915	\$11,949,915
G1	OIL AND GAS	349		\$0	\$4,463,278	\$4,463,278
J1	WATER SYSTEMS	1		\$0	\$1,979	\$1,979
J2	GAS DISTRIBUTION SYSTEM	7		\$0	\$2,340,128	\$2,340,128
J3	ELECTRIC COMPANY (INCLUDING C	29		\$17,034,000	\$41,834,080	\$41,834,080
J4	TELEPHONE COMPANY (INCLUDI	10		\$0	\$4,617,572	\$4,617,572
J5	RAILROAD	4		\$0	\$86,950	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$177,890	\$177,890
J7	CABLE TELEVISION COMPANY	2		\$0	\$9,427,110	\$9,427,110
L1	COMMERCIAL PERSONAL PROPE	1,934		\$2,344,427	\$360,736,921	\$296,316,237
L2	INDUSTRIAL AND MANUFACTURIN	72		\$479,500	\$11,087,972	\$9,803,926
M1	TANGIBLE OTHER PERSONAL, MOB	2,189		\$1,385,374	\$46,176,047	\$40,563,184
O	RESIDENTIAL INVENTORY	59		\$695,426	\$2,163,261	\$2,163,261
S	SPECIAL INVENTORY TAX	107		\$0	\$35,664,157	\$35,664,157
X	TOTALLY EXEMPT PROPERTY	896		\$14,052,596	\$686,077,762	\$0
Totals			3,013.6866	\$99,787,756	\$4,153,729,043	\$3,177,515,281

2019 CERTIFIED TOTALS

Property Count: 5

CPR - CITY OF PHARR
Under ARB Review Totals

7/29/2019 3:04:25PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
C1	VACANT LOTS AND LAND TRACTS	3		\$0	\$1,233,725	\$1,233,725
F1	COMMERCIAL REAL PROPERTY	2		\$0	\$7,941,980	\$7,941,980
	Totals		0.0000	\$0	\$9,175,705	\$9,175,705

2019 CERTIFIED TOTALS

Property Count: 28,188

CPR - CITY OF PHARR
Grand Totals

7/29/2019 3:04:25PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	17,501		\$24,178,272	\$1,376,469,982	\$1,319,398,165
B	MULTIFAMILY RESIDENCE	870		\$4,648,993	\$236,706,838	\$236,483,553
C1	VACANT LOTS AND LAND TRACTS	2,482		\$0	\$152,267,482	\$152,223,982
C2	COLONIA LOTS AND LAND TRACTS	4		\$0	\$675,889	\$675,889
D1	QUALIFIED OPEN-SPACE LAND	242	2,928.0336	\$0	\$162,356,853	\$1,214,062
D2	IMPROVEMENTS ON QUALIFIED OP	8		\$14,946	\$57,884	\$57,884
E	RURAL LAND, NON QUALIFIED OPE	50	85.6530	\$2,040	\$8,067,569	\$7,890,633
F1	COMMERCIAL REAL PROPERTY	1,550		\$34,945,499	\$1,009,497,229	\$1,009,337,151
F2	INDUSTRIAL AND MANUFACTURIN	16		\$6,683	\$11,949,915	\$11,949,915
G1	OIL AND GAS	349		\$0	\$4,463,278	\$4,463,278
J1	WATER SYSTEMS	1		\$0	\$1,979	\$1,979
J2	GAS DISTRIBUTION SYSTEM	7		\$0	\$2,340,128	\$2,340,128
J3	ELECTRIC COMPANY (INCLUDING C	29		\$17,034,000	\$41,834,080	\$41,834,080
J4	TELEPHONE COMPANY (INCLUDI	10		\$0	\$4,617,572	\$4,617,572
J5	RAILROAD	4		\$0	\$86,950	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$177,890	\$177,890
J7	CABLE TELEVISION COMPANY	2		\$0	\$9,427,110	\$9,427,110
L1	COMMERCIAL PERSONAL PROPE	1,934		\$2,344,427	\$360,736,921	\$296,316,237
L2	INDUSTRIAL AND MANUFACTURIN	72		\$479,500	\$11,087,972	\$9,803,926
M1	TANGIBLE OTHER PERSONAL, MOB	2,189		\$1,385,374	\$46,176,047	\$40,563,184
O	RESIDENTIAL INVENTORY	59		\$695,426	\$2,163,261	\$2,163,261
S	SPECIAL INVENTORY TAX	107		\$0	\$35,664,157	\$35,664,157
X	TOTALLY EXEMPT PROPERTY	896		\$14,052,596	\$686,077,762	\$0
Totals			3,013.6866	\$99,787,756	\$4,162,904,748	\$3,186,690,986

2019 CERTIFIED TOTALS

Property Count: 28,183

CPR - CITY OF PHARR
ARB Approved Totals

7/29/2019 3:04:25PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	15,592		\$23,930,808	\$1,304,841,917	\$1,252,382,376
A2	REAL, RESIDENTIAL, MOBILE HOME	1,963		\$247,464	\$71,572,990	\$66,960,714
A6	REAL, Residential, CONDOMINIUM	1		\$0	\$55,075	\$55,075
B1	REAL, RESIDENTIAL, DUPLEXES	810		\$4,648,993	\$218,308,196	\$218,112,024
B2	REAL, RESIDENTIAL, APARTMENTS	76		\$0	\$18,398,642	\$18,371,529
C1	REAL PROPERTY: VACANT LOTS AN	2,435		\$0	\$141,118,490	\$141,074,990
C2	REAL PROPERTY: COLONIA LOTS A	4		\$0	\$675,889	\$675,889
C3	REAL, VACANT PLATTED RURAL OR I	44		\$0	\$9,915,267	\$9,915,267
D1	REAL PROPERTY: QUALIFIED OPEN-	242	2,928.0336	\$0	\$162,356,853	\$1,214,062
D2	RE PROPERTY FARMLAND RANCH I	8		\$14,946	\$57,884	\$57,884
E1	REAL, FARM/RANCH, HOUSE	40		\$2,040	\$4,808,323	\$4,631,387
E2	REAL, FARM/RANCH, MOBILE HOME	3		\$0	\$137,783	\$137,783
E3	REAL, FARM/RANCH, OTHER IMPROV	9		\$0	\$3,121,463	\$3,121,463
F1	REAL, Commercial	1,548		\$34,945,499	\$1,001,555,249	\$1,001,395,171
F2	REAL, Industrial	16		\$6,683	\$11,949,915	\$11,949,915
G1	OIL AND GAS	349		\$0	\$4,463,278	\$4,463,278
J1	REAL & TANGIBLE PERSONAL, UTIL	1		\$0	\$1,979	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTIL	7		\$0	\$2,340,128	\$2,340,128
J3	REAL & TANGIBLE PERSONAL, UTIL	29		\$17,034,000	\$41,834,080	\$41,834,080
J4	REAL & TANGIBLE PERSONAL, UTIL	10		\$0	\$4,617,572	\$4,617,572
J5	REAL & TANGIBLE PERSONAL, UTIL	4		\$0	\$86,950	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTIL	4		\$0	\$177,890	\$177,890
J7	REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$9,427,110	\$9,427,110
K1	FARM/RANCH PERS	1		\$0	\$7,140	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, C	1,934		\$2,344,427	\$360,729,781	\$296,309,097
L2	TANGIBLE, PERSONAL PROPERTY, I	72		\$479,500	\$11,087,972	\$9,803,926
M1	TANGIBLE OTHER PERSONAL, MOBI	1,885		\$1,372,342	\$44,775,149	\$39,477,295
M3	TANGIBLE OTHER PERSONAL	304		\$13,032	\$1,400,898	\$1,085,889
O1	INVENTORY, VACANT RES LAND	51		\$0	\$1,126,223	\$1,126,223
O2	INVENTORY, IMPROVED RES	8		\$695,426	\$1,037,038	\$1,037,038
S	SPECIAL INVENTORY	107		\$0	\$35,664,157	\$35,664,157
X	FULL EXEMPTIONS	896		\$14,052,596	\$686,077,762	\$0
Totals			2,928.0336	\$99,787,756	\$4,153,729,043	\$3,177,515,281

2019 CERTIFIED TOTALS

Property Count: 5

CPR - CITY OF PHARR
Under ARB Review Totals

7/29/2019 3:04:25PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
C3	REAL, VACANT PLATTED RURAL OR I	3		\$0	\$1,233,725	\$1,233,725
F1	REAL, Commercial	2		\$0	\$7,941,980	\$7,941,980
	Totals		0.0000	\$0	\$9,175,705	\$9,175,705

2019 CERTIFIED TOTALS

Property Count: 28,188

CPR - CITY OF PHARR

Grand Totals

7/29/2019

3:04:25PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	15,592		\$23,930,808	\$1,304,841,917	\$1,252,382,376
A2	REAL, RESIDENTIAL, MOBILE HOME	1,963		\$247,464	\$71,572,990	\$66,960,714
A6	REAL, Residential, CONDOMINIUM	1		\$0	\$55,075	\$55,075
B1	REAL, RESIDENTIAL, DUPLEXES	810		\$4,648,993	\$218,308,196	\$218,112,024
B2	REAL, RESIDENTIAL, APARTMENTS	76		\$0	\$18,398,642	\$18,371,529
C1	REAL PROPERTY: VACANT LOTS AN	2,435		\$0	\$141,118,490	\$141,074,990
C2	REAL PROPERTY: COLONIA LOTS A	4		\$0	\$675,889	\$675,889
C3	REAL, VACANT PLATTED RURAL OR I	47		\$0	\$11,148,992	\$11,148,992
D1	REAL PROPERTY: QUALIFIED OPEN-	242	2,928.0336	\$0	\$162,356,853	\$1,214,062
D2	RE PROPERTY FARMLAND RANCH I	8		\$14,946	\$57,884	\$57,884
E1	REAL, FARM/RANCH, HOUSE	40		\$2,040	\$4,808,323	\$4,631,387
E2	REAL, FARM/RANCH, MOBILE HOME	3		\$0	\$137,783	\$137,783
E3	REAL, FARM/RANCH, OTHER IMPROV	9		\$0	\$3,121,463	\$3,121,463
F1	REAL, Commercial	1,550		\$34,945,499	\$1,009,497,229	\$1,009,337,151
F2	REAL, Industrial	16		\$6,683	\$11,949,915	\$11,949,915
G1	OIL AND GAS	349		\$0	\$4,463,278	\$4,463,278
J1	REAL & TANGIBLE PERSONAL, UTIL	1		\$0	\$1,979	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTIL	7		\$0	\$2,340,128	\$2,340,128
J3	REAL & TANGIBLE PERSONAL, UTIL	29		\$17,034,000	\$41,834,080	\$41,834,080
J4	REAL & TANGIBLE PERSONAL, UTIL	10		\$0	\$4,617,572	\$4,617,572
J5	REAL & TANGIBLE PERSONAL, UTIL	4		\$0	\$86,950	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTIL	4		\$0	\$177,890	\$177,890
J7	REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$9,427,110	\$9,427,110
K1	FARM/RANCH PERS	1		\$0	\$7,140	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, C	1,934		\$2,344,427	\$360,729,781	\$296,309,097
L2	TANGIBLE, PERSONAL PROPERTY, I	72		\$479,500	\$11,087,972	\$9,803,926
M1	TANGIBLE OTHER PERSONAL, MOBI	1,885		\$1,372,342	\$44,775,149	\$39,477,295
M3	TANGIBLE OTHER PERSONAL	304		\$13,032	\$1,400,898	\$1,085,889
O1	INVENTORY, VACANT RES LAND	51		\$0	\$1,126,223	\$1,126,223
O2	INVENTORY, IMPROVED RES	8		\$695,426	\$1,037,038	\$1,037,038
S	SPECIAL INVENTORY	107		\$0	\$35,664,157	\$35,664,157
X	FULL EXEMPTIONS	896		\$14,052,596	\$686,077,762	\$0
Totals			2,928.0336	\$99,787,756	\$4,162,904,748	\$3,186,690,986

2019 CERTIFIED TOTALS

Property Count: 28,188

CPR - CITY OF PHARR
Effective Rate Assumption

7/29/2019

3:04:25PM

New Value

TOTAL NEW VALUE MARKET:	\$99,787,756
TOTAL NEW VALUE TAXABLE:	\$83,830,549

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	24	2018 Market Value	\$10,162,469
EX366	HB366 Exempt	47	2018 Market Value	\$221,012
ABSOLUTE EXEMPTIONS VALUE LOSS				\$10,383,481

Exemption	Description	Count	Exemption Amount
DP	Disability	5	\$0
DV1	Disabled Veterans 10% - 29%	3	\$36,000
DV2	Disabled Veterans 30% - 49%	2	\$19,500
DV3	Disabled Veterans 50% - 69%	4	\$46,000
DV4	Disabled Veterans 70% - 100%	9	\$86,852
DV4S	Disabled Veterans Surviving Spouse 70% - 100	3	\$36,000
DVHS	Disabled Veteran Homestead	4	\$174,875
DVHSS	Disabled Veteran Homestead Surviving Spouse	3	\$241,262
OV65	Over 65	345	\$3,265,950
OV65S	OV65 Surviving Spouse	12	\$110,000
PARTIAL EXEMPTIONS VALUE LOSS		390	\$4,016,439
NEW EXEMPTIONS VALUE LOSS			\$14,399,920

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$14,399,920

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,154	\$83,876	\$609	\$83,267
Category A Only			
Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,131	\$83,730	\$607	\$83,123

2019 CERTIFIED TOTALS**CPR - CITY OF PHARR
Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
5	\$9,175,705.00	\$6,568,192



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of August 2019 (11th month of City's Fiscal Year 2018-2019 but June's Sales Activity for FY 2018-2019) has shown an OVERALL POSITIVE trend in the amount of \$2,525,271 from this point last year, or an INCREASE of 15.10%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 15.47% compared to last August 2018 collections, the City ranked No. 3 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.

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
Alex Meade

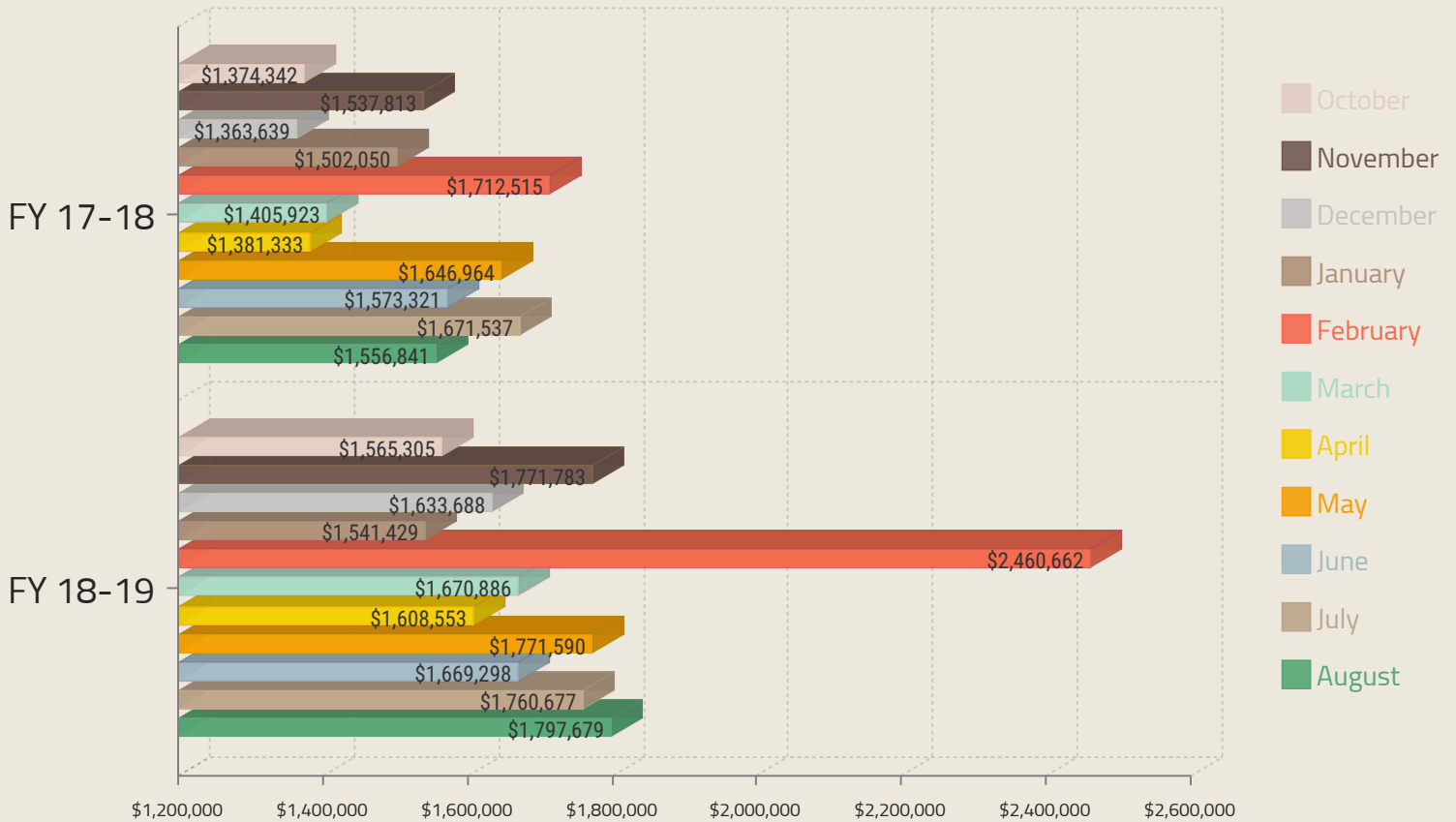
Created/Initiated - 8/12/2019
Final Approval - 8/13/2019

Sales Taxes Collection Snapshot-August 2019

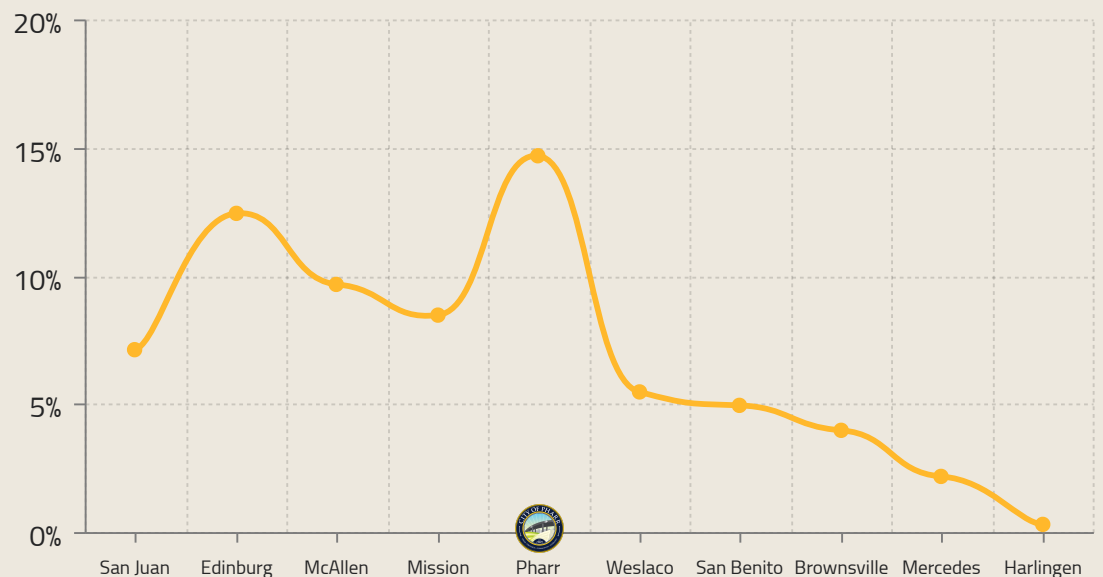


15.47%

Increase in Sales Tax
from Last Year



Ranked No. 1
compared to neighbor
Cities





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.C.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for July 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 July 2019 are \$18,250,661 or 95.38% collected out of this Year's Levy . This is 0.24% increase compared to last year .

Delinquent Tax

Delinquent Tax Collections as of July 2019 are \$550,242 which is 22.40% collected out of previous year's tax rolls. This is a decrease of 0.24% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 8/12/2019
Final Approval - 8/13/2019

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

COMPARATIVE RATE OF COLLECTIONS

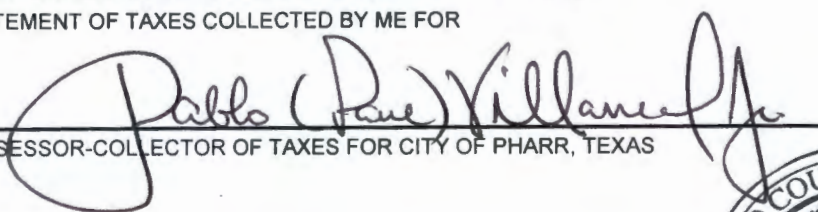
CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	19,278,100.58	18,250,660.52	-	(142,455.18)	884,984.88	95.38%	95.14%
2017 & PRIOR YRS	2,534,188.08	550,242.13	(22,000.75)	(55,759.63)	1,906,185.57	22.40%	22.64%
ROLLBACK	13,987.55	56,891.47	-	139,799.12	96,895.20	36.99%	81.01%
TOTALS	21,826,276.21	18,857,794.12	(22,000.75)	(58,415.69)	2,888,065.65		

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

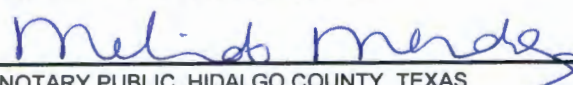
	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	134,446.68	(1,555.95) CURRENT
CURRENT YEAR-P&I	19,639.07	
PRIOR YEARS-BASE TAX	31,645.18	(2,048.71) PRIOR
PRIOR YEARS-P&I	14,205.96	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	22,428.76	(22,000.75) PURGED
TOTAL COLLECTIONS	222,365.65	(25,605.41)
LESS TRANSFERRED	157,283.67	
LESS IN TRANSIT	59,205.50	
LESS DUE TO HCAD COMM. FEE	88.48	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

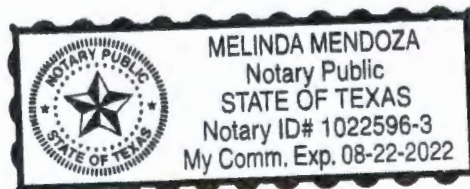
*****AFFIDAVIT*****

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 JULY 2019 IS CORRECT.


ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 6TH DAY OF AUGUST 2019 A.D.


NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF JULY 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	(142,455.18)	(63,710.90)	(78,744.28)
CURRENT LEVY	19,135,645.40	18,561,443.68	574,201.72
CURRENT COLLECTIONS THIS MONTH	134,446.68	128,392.00	6,054.68
CURRENT COLLECTIONS TO DATE	18,250,660.52	17,658,670.59	591,989.93
OUTSTANDING TO DATE	884,984.88	902,773.09	(17,788.21)
PERCENT COLLECTED/ORIGINAL	94.67%	94.81%	-0.14%
PERCENT COLLECTED/MODIFIED	95.38%	95.14%	0.24%
TOTAL COLLECTIONS FISCAL YEAR	18,250,660.52	17,658,670.59	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,534,188.08	2,497,225.46	36,962.62
MODIFICATIONS	(77,760.38)	(26,451.35)	(51,309.03)
DELINQUENT LEVY	2,456,427.70	2,470,774.11	(14,346.41)
DELINQUENT COLLECTIONS THIS MONTH	31,645.18	31,586.49	58.69
DELINQUENT COLLECTIONS TO DATE	550,242.13	559,399.71	(9,157.58)
OUTSTANDING TO DATE	1,906,185.57	1,911,374.40	(5,188.83)
PERCENT COLLECTED/ORIGINAL	21.71%	22.40%	-0.69%
PERCENT COLLECTED/MODIFIED	22.40%	22.64%	-0.24%
TOTAL COLLECTIONS FISCAL YEAR	550,242.13	559,399.71	
 <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	0.00	0.00	0.00
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 JULY 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 RBFEEs	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
2-Jul	2,234.11	327.06			1,598.72	653.77			500.89		5,314.55		5,314.55	
3-Jul	3,679.75	476.29			1,204.44	520.25			358.81		6,239.54		6,239.54	
5-Jul	12,342.54	1,776.38			1,024.73	405.64			494.01		16,043.30	21,809.39	(5,766.09)	11-Jul
8-Jul	6,514.95	944.35			2,565.34	1,058.62			1,302.21		12,385.47	12,385.47	(0.00)	12-Jul
9-Jul	2,853.54	340.22			1,373.89	587.26			645.77		5,800.68	5,800.68	0.00	15-Jul
10-Jul	5,579.43	762.41			818.65	335.42			547.01		8,042.92	8,042.92	0.00	16-Jul
11-Jul	7,625.20	1,126.10			2,038.22	693.09			962.97		12,445.58	12,445.58	(0.00)	17-Jul
12-Jul	3,618.81	551.14			1,287.09	1,496.81			1,011.01		7,964.86	7,964.86	0.00	18-Jul
15-Jul	6,603.85	880.34			838.40	357.18			979.06		9,658.83	9,658.83	0.00	19-Jul
16-Jul	8,168.43	1,366.61			2,090.43	717.14			1,635.95		13,978.56	13,978.56	0.00	22-Jul
17-Jul	8,182.00	1,314.04			723.26	250.94			1,418.69		11,888.93	11,888.93	0.00	23-Jul
18-Jul	2,462.30	352.83			682.16	296.28			459.66		4,253.23	4,253.23	0.00	24-Jul
19-Jul	4,299.52	686.69			2,013.10	638.10			1,065.95		8,703.36	8,703.36	0.00	25-Jul
22-Jul	14,525.38	2,411.49			2,569.63	1,321.93			2,943.23		23,771.66	23,771.66	0.00	26-Jul
23-Jul	3,253.36	407.64			1,210.15	390.87			641.00		5,903.02	5,903.02	(0.00)	29-Jul
24-Jul	1,608.60	224.50			513.10	180.48			257.84		2,784.52	2,784.52	0.00	30-Jul
25-Jul	4,392.69	611.67			1,367.96	701.79			818.55		7,892.66	7,892.66	0.00	31-Jul
26-Jul	6,107.67	872.93			1,256.26	673.83			1,137.03		10,047.72	10,047.72	0.00	1-Aug
29-Jul	7,467.71	929.09			949.21	263.69			1,048.07		10,657.77	10,657.77	(0.00)	2-Aug
30-Jul	9,620.24	1,406.84			1,600.22	616.34			1,692.78		14,936.42	14,936.42	0.00	5-Aug
31-Jul	13,306.60	1,870.45			3,920.22	2,046.53			2,508.27		23,652.07	23,563.59	88.48	7-Aug
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	134,446.68	19,639.07	0.00	0.00	31,645.18	14,205.96	0.00	0.00	22,428.76	0.00	222,365.65	216,489.17	5,876.48	

OVERALL TOTAL	222,365.65
LESS REFUNDS	0.00
LESS HCAD COMM FEES	88.48
LESS COMM/COST	5,788.00
BALANCE	216,489.17
LESS TRANSFERRED	157,283.67
LESS TRANSF IN TRANSIT	59,205.50
BALANCE PENDING	0.00

08/02/2019 08:56:19 3273694
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2019 THRU 07/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 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	117,480.18	.00	17,160.82	.00	134,641.00	16,327.80	.00	.00	150,968.80
	I & S	.081900	16,966.50	.00	2,478.25	.00	19,444.75	.00	.00	.00	19,444.75
	TOTAL	.649000	134,446.68	.00	19,639.07	.00	154,085.75	16,327.80	.00	.00	170,413.55
2017	M & O	.567100	15,585.38	.00	4,543.97	.00	20,129.35	3,357.60	.00	.00	23,486.95
	I & S	.081900	2,250.93	.00	656.21	.00	2,907.14	.00	.00	.00	2,907.14
	TOTAL	.649000	17,836.31	.00	5,200.18	.00	23,036.49	3,357.60	.00	.00	26,394.09
2016	M & O	.582100	5,090.21	.00	2,002.09	.00	7,092.30	1,076.33	.00	.00	8,168.63
	I & S	.071900	628.70	.00	247.26	.00	875.96	.00	.00	.00	875.96
	TOTAL	.654000	5,718.91	.00	2,249.35	.00	7,968.26	1,076.33	.00	.00	9,044.59
2015	M & O	.582100	2,123.16	.00	1,111.03	.00	3,234.19	501.36	.00	.00	3,735.55
	I & S	.071900	262.21	.00	137.17	.00	399.38	.00	.00	.00	399.38
	TOTAL	.654000	2,385.37	.00	1,248.20	.00	3,633.57	501.36	.00	.00	4,134.93
2014	M & O	.608100	1,594.14	.00	1,002.43	.00	2,596.57	403.68	.00	.00	3,000.25
	I & S	.071900	188.49	.00	118.52	.00	307.01	.00	.00	.00	307.01
	TOTAL	.680000	1,782.63	.00	1,120.95	.00	2,903.58	403.68	.00	.00	3,307.26
2013	M & O	.605000	648.01	.00	491.63	.00	1,139.64	144.01	.00	.00	1,283.65
	I & S	.075000	80.35	.00	60.95	.00	141.30	.00	.00	.00	141.30
	TOTAL	.680000	728.36	.00	552.58	.00	1,280.94	144.01	.00	.00	1,424.95
2012	M & O	.602600	737.68	.00	588.20	.00	1,325.88	132.45	.00	.00	1,458.33
	I & S	.077400	94.75	.00	75.56	.00	170.31	.00	.00	.00	170.31
	TOTAL	.680000	832.43	.00	663.76	.00	1,496.19	132.45	.00	.00	1,628.64
2011	M & O	.602100	346.39	.00	219.40	.00	565.79	20.51	.00	.00	586.30
	I & S	.077900	44.82	.00	28.40	.00	73.22	.00	.00	.00	73.22
	TOTAL	.680000	391.21	.00	247.80	.00	639.01	20.51	.00	.00	659.52
2010	M & O	.601800	572.24	.00	448.74	.00	1,020.98	69.94	.00	.00	1,090.92
	I & S	.078200	74.38	.00	58.31	.00	132.69	.00	.00	.00	132.69
	TOTAL	.680000	646.62	.00	507.05	.00	1,153.67	69.94	.00	.00	1,223.61
2009	M & O	.601800	309.43	.00	336.25	.00	645.68	81.88	.00	.00	727.56
	I & S	.078200	40.22	.00	43.70	.00	83.92	.00	.00	.00	83.92
	TOTAL	.680000	349.65	.00	379.95	.00	729.60	81.88	.00	.00	811.48
2008	M & O	.602940	70.19	.00	94.95	.00	165.14	27.02	.00	.00	192.16
	I & S	.078910	9.19	.00	12.43	.00	21.62	.00	.00	.00	21.62
	TOTAL	.681850	79.38	.00	107.38	.00	186.76	27.02	.00	.00	213.78
2007	M & O	.596130	110.86	.00	97.10	.00	207.96	.27	.00	.00	208.23
	I & S	.086990	16.17	.00	14.18	.00	30.35	.00	.00	.00	30.35
	TOTAL	.683120	127.03	.00	111.28	.00	238.31	.27	.00	.00	238.58

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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PAGE: 47
 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	107.78	.00	108.59	.00	216.37	8.04	.00	.00	224.41
	I & S	.089990	16.35	.00	16.47	.00	32.82	.00	.00	.00	32.82
	TOTAL	.683120	124.13	.00	125.06	.00	249.19	8.04	.00	.00	257.23
2004	M & O	.601650	65.99	.00	94.11	.00	160.10	18.98	.00	.00	179.08
	I & S	.081470	8.93	.00	12.74	.00	21.67	.00	.00	.00	21.67
	TOTAL	.683120	74.92	.00	106.85	.00	181.77	18.98	.00	.00	200.75
2003	M & O	.596220	27.14	.00	44.77	.00	71.91	3.22	.00	.00	75.13
	I & S	.086900	3.96	.00	6.53	.00	10.49	.00	.00	.00	10.49
	TOTAL	.683120	31.10	.00	51.30	.00	82.40	3.22	.00	.00	85.62
1999	M & O	.529360	7.52	.00	15.90	.00	23.42	3.50	.00	.00	26.92
	I & S	.112950	1.61	.00	3.39	.00	5.00	.00	.00	.00	5.00
	TOTAL	.642310	9.13	.00	19.29	.00	28.42	3.50	.00	.00	31.92
1998	M & O	.505610	43.03	.00	100.54	.00	143.57	9.61	.00	.00	153.18
	I & S	.124390	10.59	.00	24.74	.00	35.33	.00	.00	.00	35.33
	TOTAL	.630000	53.62	.00	125.28	.00	178.90	9.61	.00	.00	188.51
1997	M & O	.524810	43.14	.00	111.12	.00	154.26	25.67	.00	.00	179.93
	I & S	.075190	6.18	.00	15.92	.00	22.10	.00	.00	.00	22.10
	TOTAL	.600000	49.32	.00	127.04	.00	176.36	25.67	.00	.00	202.03
1995	M & O	.510030	128.73	.00	341.61	.00	470.34	73.23	.00	.00	543.57
	I & S	.089970	22.70	.00	60.25	.00	82.95	.00	.00	.00	82.95
	TOTAL	.600000	151.43	.00	401.86	.00	553.29	73.23	.00	.00	626.52
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		145,318.72	.00	29,628.98	.00	174,947.70	22,428.76	.00	.00	197,376.46
ALL	I & S		20,773.14	.00	4,216.05	.00	24,989.19	.00	.00	.00	24,989.19
ALL	TOTAL		166,091.86	.00	33,845.03	.00	199,936.89	22,428.76	.00	.00	222,365.65
DLQ	M & O		27,838.54	.00	12,468.16	.00	40,306.70	6,100.96	.00	.00	46,407.66
DLQ	I & S		3,806.64	.00	1,737.80	.00	5,544.44	.00	.00	.00	5,544.44
DLQ	TOTAL		31,645.18	.00	14,205.96	.00	45,851.14	6,100.96	.00	.00	51,952.10
CURR	M & O		117,480.18	.00	17,160.82	.00	134,641.00	16,327.80	.00	.00	150,968.80
CURR	I & S		16,966.50	.00	2,478.25	.00	19,444.75	.00	.00	.00	19,444.75
CURR	TOTAL		134,446.68	.00	19,639.07	.00	154,085.75	16,327.80	.00	.00	170,413.55

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

PAGE: 46
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	117,480.18	.00	17,160.82	.00	134,641.00	16,327.80	.00	.00	150,968.80
	I & S	.081900	16,966.50	.00	2,478.25	.00	19,444.75	.00	.00	.00	19,444.75
	TOTAL	.649000	134,446.68	.00	19,639.07	.00	154,085.75	16,327.80	.00	.00	170,413.55
2017	M & O	.567100	15,585.38	.00	4,543.97	.00	20,129.35	3,357.60	.00	.00	23,486.95
	I & S	.081900	2,250.93	.00	656.21	.00	2,907.14	.00	.00	.00	2,907.14
	TOTAL	.649000	17,836.31	.00	5,200.18	.00	23,036.49	3,357.60	.00	.00	26,394.09
2016	M & O	.582100	5,090.21	.00	2,002.09	.00	7,092.30	1,076.33	.00	.00	8,168.63
	I & S	.071900	628.70	.00	247.26	.00	875.96	.00	.00	.00	875.96
	TOTAL	.654000	5,718.91	.00	2,249.35	.00	7,968.26	1,076.33	.00	.00	9,044.59
2015	M & O	.582100	2,123.16	.00	1,111.03	.00	3,234.19	501.36	.00	.00	3,735.55
	I & S	.071900	262.21	.00	137.17	.00	399.38	.00	.00	.00	399.38
	TOTAL	.654000	2,385.37	.00	1,248.20	.00	3,633.57	501.36	.00	.00	4,134.93
2014	M & O	.608100	1,594.14	.00	1,002.43	.00	2,596.57	403.68	.00	.00	3,000.25
	I & S	.071900	188.49	.00	118.52	.00	307.01	.00	.00	.00	307.01
	TOTAL	.680000	1,782.63	.00	1,120.95	.00	2,903.58	403.68	.00	.00	3,307.26
2013	M & O	.605000	648.01	.00	491.63	.00	1,139.64	144.01	.00	.00	1,283.65
	I & S	.075000	80.35	.00	60.95	.00	141.30	.00	.00	.00	141.30
	TOTAL	.680000	728.36	.00	552.58	.00	1,280.94	144.01	.00	.00	1,424.95
2012	M & O	.602600	737.68	.00	588.20	.00	1,325.88	132.45	.00	.00	1,458.33
	I & S	.077400	94.75	.00	75.56	.00	170.31	.00	.00	.00	170.31
	TOTAL	.680000	832.43	.00	663.76	.00	1,496.19	132.45	.00	.00	1,628.64
2011	M & O	.602100	346.39	.00	219.40	.00	565.79	20.51	.00	.00	586.30
	I & S	.077900	44.82	.00	28.40	.00	73.22	.00	.00	.00	73.22
	TOTAL	.680000	391.21	.00	247.80	.00	639.01	20.51	.00	.00	659.52
2010	M & O	.601800	572.24	.00	448.74	.00	1,020.98	69.94	.00	.00	1,090.92
	I & S	.078200	74.38	.00	58.31	.00	132.69	.00	.00	.00	132.69
	TOTAL	.680000	646.62	.00	507.05	.00	1,153.67	69.94	.00	.00	1,223.61
2009	M & O	.601800	309.43	.00	336.25	.00	645.68	81.88	.00	.00	727.56
	I & S	.078200	40.22	.00	43.70	.00	83.92	.00	.00	.00	83.92
	TOTAL	.680000	349.65	.00	379.95	.00	729.60	81.88	.00	.00	811.48
2008	M & O	.602940	70.19	.00	94.95	.00	165.14	27.02	.00	.00	192.16
	I & S	.078910	9.19	.00	12.43	.00	21.62	.00	.00	.00	21.62
	TOTAL	.681850	79.38	.00	107.38	.00	186.76	27.02	.00	.00	213.78
2007	M & O	.596130	110.86	.00	97.10	.00	207.96	.27	.00	.00	208.23
	I & S	.086990	16.17	.00	14.18	.00	30.35	.00	.00	.00	30.35
	TOTAL	.683120	127.03	.00	111.28	.00	238.31	.27	.00	.00	238.58

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

PAGE: 47
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	107.78	.00	108.59	.00	216.37	8.04	.00	.00	224.41
	I & S	.089990	16.35	.00	16.47	.00	32.82	.00	.00	.00	32.82
	TOTAL	.683120	124.13	.00	125.06	.00	249.19	8.04	.00	.00	257.23
2004	M & O	.601650	65.99	.00	94.11	.00	160.10	18.98	.00	.00	179.08
	I & S	.081470	8.93	.00	12.74	.00	21.67	.00	.00	.00	21.67
	TOTAL	.683120	74.92	.00	106.85	.00	181.77	18.98	.00	.00	200.75
2003	M & O	.596220	27.14	.00	44.77	.00	71.91	3.22	.00	.00	75.13
	I & S	.086900	3.96	.00	6.53	.00	10.49	.00	.00	.00	10.49
	TOTAL	.683120	31.10	.00	51.30	.00	82.40	3.22	.00	.00	85.62
1999	M & O	.529360	7.52	.00	15.90	.00	23.42	3.50	.00	.00	26.92
	I & S	.112950	1.61	.00	3.39	.00	5.00	.00	.00	.00	5.00
	TOTAL	.642310	9.13	.00	19.29	.00	28.42	3.50	.00	.00	31.92
1998	M & O	.505610	43.03	.00	100.54	.00	143.57	9.61	.00	.00	153.18
	I & S	.124390	10.59	.00	24.74	.00	35.33	.00	.00	.00	35.33
	TOTAL	.630000	53.62	.00	125.28	.00	178.90	9.61	.00	.00	188.51
1997	M & O	.524810	43.14	.00	111.12	.00	154.26	25.67	.00	.00	179.93
	I & S	.075190	6.18	.00	15.92	.00	22.10	.00	.00	.00	22.10
	TOTAL	.600000	49.32	.00	127.04	.00	176.36	25.67	.00	.00	202.03
1995	M & O	.510030	128.73	.00	341.61	.00	470.34	73.23	.00	.00	543.57
	I & S	.089970	22.70	.00	60.25	.00	82.95	.00	.00	.00	82.95
	TOTAL	.600000	151.43	.00	401.86	.00	553.29	73.23	.00	.00	626.52
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		145,318.72	.00	29,628.98	.00	174,947.70	22,428.76	.00	.00	197,376.46
ALL	I & S		20,773.14	.00	4,216.05	.00	24,989.19	.00	.00	.00	24,989.19
ALL	TOTAL		166,091.86	.00	33,845.03	.00	199,936.89	22,428.76	.00	.00	222,365.65
DLQ	M & O		27,838.54	.00	12,468.16	.00	40,306.70	6,100.96	.00	.00	46,407.66
DLQ	I & S		3,806.64	.00	1,737.80	.00	5,544.44	.00	.00	.00	5,544.44
DLQ	TOTAL		31,645.18	.00	14,205.96	.00	45,851.14	6,100.96	.00	.00	51,952.10
CURR	M & O		117,480.18	.00	17,160.82	.00	134,641.00	16,327.80	.00	.00	150,968.80
CURR	I & S		16,966.50	.00	2,478.25	.00	19,444.75	.00	.00	.00	19,444.75
CURR	TOTAL		134,446.68	.00	19,639.07	.00	154,085.75	16,327.80	.00	.00	170,413.55

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2019 TO 07/31/2019

EXCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,135,645.40	25,996

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	1,555.95-	142,455.18-	134,446.68	18,250,660.52	884,984.88	95.38	516.55-
2017	712,866.95	1,204.23-	44,427.69-	17,836.31	306,914.83	361,524.43	45.92	1,332.71-
2016	355,416.28	844.48-	3,592.58-	5,718.91	102,752.78	249,070.92	29.21	638.22-
2015	271,695.60	.00	4,383.76-	2,385.37	47,811.60	219,500.24	17.89	612.61-
2014	176,199.19	18,337.79-	19,026.33-	1,782.63	24,540.68	132,632.18	15.61	563.84-
2013	114,193.24	198.03-	852.25-	728.36	12,416.61	100,924.38	10.96	654.22-
2012	105,775.27	206.08-	713.36-	832.43	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	191.22-	698.50-	391.21	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	86.03-	675.59-	646.62	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	.00	364.69-	349.65	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	.00	44.03-	79.38	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	127.03	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	124.13	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	0.00	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	74.92	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	31.10	2,216.56	39,619.56	5.30	0.00
2002	35,550.37	.00	0.00	0.00	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	0.00	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	0.00	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	9.13	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	53.62	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	474.38	2,889.49	64,824.41	4.27	0.00
****	21,812,288.66	25,605.41-	220,215.56-	166,091.86	18,800,902.65	2,791,170.45		6,330.99-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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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
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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	.00	5,962.69	0.00	0.00	5,962.69		0.00
2017	0.00	.00	24,862.63	0.00	7,607.50	17,255.13	30.60	0.00
2016	3,077.78	.00	34,698.14	0.00	12,385.42	25,390.50	32.79	0.00
2015	3,478.95	.00	36,800.17	0.00	13,358.64	26,920.48	33.17	0.00
2014	3,611.49	.00	32,239.11	0.00	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	.00	139,799.12	0.00	56,891.47	96,895.20		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2019 TO 07/31/2019

INCLUDES 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	21,497,076-	2,975,805,746	00.649000	19,141,608.09	25,997
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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	1,555.95-	136,492.49-	134,446.68	18,250,660.52	890,947.57	95.35	516.55-
2017	712,866.95	1,204.23-	19,565.06-	17,836.31	314,522.33	378,779.56	45.37	1,332.71-
2016	358,494.06	844.48-	31,105.56	5,718.91	115,138.20	274,461.42	29.55	638.22-
2015	275,174.55	.00	32,416.41	2,385.37	61,170.24	246,420.72	19.89	612.61-
2014	179,810.68	18,337.79-	13,212.78	1,782.63	39,024.88	153,998.58	20.22	563.84-
2013	118,012.57	198.03-	4,384.13	728.36	21,472.32	100,924.38	17.54	654.22-
2012	105,775.27	206.08-	713.36-	832.43	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	191.22-	698.50-	391.21	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	86.03-	675.59-	646.62	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	.00	364.69-	349.65	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	.00	44.03-	79.38	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	127.03	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	124.13	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	0.00	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	74.92	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	31.10	2,216.56	39,619.56	5.30	0.00
2002	35,550.37	.00	0.00	0.00	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	0.00	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	0.00	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	9.13	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	53.62	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	474.38	2,889.49	64,824.41	4.27	0.00
****	21,826,276.21	25,605.41-	80,416.44-	166,091.86	18,857,794.12	2,888,065.65		6,330.99-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2019 TO 07/31/2019

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	0.649000	19,135,645.40	25,996
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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	1,555.95-	142,455.18-	134,446.68	18,250,660.52	884,984.88	95.38	516.55-
ADJUSTMENT REFUNDS		.00	41,462.26-					
2017	712,866.95	1,204.23-	44,427.69-	17,836.31	306,914.83	361,524.43	45.92	1,332.71-
ADJUSTMENT REFUNDS		.00	39,312.21-					
2016	355,416.28	844.48-	3,592.58-	5,718.91	102,752.78	249,070.92	29.21	638.22-
ADJUSTMENT REFUNDS		312.26-	2,090.19-					
2015	271,695.60	.00	4,383.76-	2,385.37	47,811.60	219,500.24	17.89	612.61-
ADJUSTMENT REFUNDS		.00	998.54-					
2014	176,199.19	18,337.79-	19,026.33-	1,782.63	24,540.68	132,632.18	15.61	563.84-
ADJUSTMENT REFUNDS		.00	149.60-					
2013	114,193.24	198.03-	852.25-	728.36	12,416.61	100,924.38	10.96	654.22-
2012	105,775.27	206.08-	713.36-	832.43	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	191.22-	698.50-	391.21	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	86.03-	675.59-	646.62	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	.00	364.69-	349.65	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	.00	44.03-	79.38	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	127.03	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	124.13	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	0.00	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	74.92	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	31.10	2,216.56	39,619.56	5.30	0.00
2002	35,550.37	.00	0.00	0.00	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	0.00	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	0.00	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	9.13	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	53.62	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	474.38	2,889.49	64,824.41	4.27	0.00
****	21,812,288.66	25,605.41-	220,215.56-	166,091.86	18,800,902.65	2,791,170.45		6,330.99-
ADJUSTMENT REFUNDS		312.26-	84,012.80-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2019 TO 07/31/2019

AG ROLLBACK ONLY

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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	0	0	0	0.649000	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	.00	5,962.69	0.00	0.00	5,962.69		0.00
ADJUSTMENT REFUNDS		.00	41,462.26-					
2017	0.00	.00	24,862.63	0.00	7,607.50	17,255.13	30.60	0.00
ADJUSTMENT REFUNDS		.00	39,312.21-					
2016	3,077.78	.00	34,698.14	0.00	12,385.42	25,390.50	32.79	0.00
ADJUSTMENT REFUNDS		312.26-	2,090.19-					
2015	3,478.95	.00	36,800.17	0.00	13,358.64	26,920.48	33.17	0.00
ADJUSTMENT REFUNDS		.00	998.54-					
2014	3,611.49	.00	32,239.11	0.00	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	.00	139,799.12	0.00	56,891.47	96,895.20		0.00
ADJUSTMENT REFUNDS		312.26-	84,012.80-					

TAX COLLECTION SYSTEM
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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS	
	-----		-----	-----	-----	-----	-----	
CURRENT YEAR	2,997,302,822		21,497,076-	2,975,805,746	0.649000	19,141,608.09	25,997	
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2018	19,278,100.58	1,555.95-	136,492.49-	134,446.68	18,250,660.52	890,947.57	95.35	516.55-
	ADJUSTMENT REFUNDS	.00	41,462.26-					
2017	712,866.95	1,204.23-	19,565.06-	17,836.31	314,522.33	378,779.56	45.37	1,332.71-
	ADJUSTMENT REFUNDS	.00	39,312.21-					
2016	358,494.06	844.48-	31,105.56	5,718.91	115,138.20	274,461.42	29.55	638.22-
	ADJUSTMENT REFUNDS	312.26-	2,090.19-					
2015	275,174.55	.00	32,416.41	2,385.37	61,170.24	246,420.72	19.89	612.61-
	ADJUSTMENT REFUNDS	.00	998.54-					
2014	179,810.68	18,337.79-	13,212.78	1,782.63	39,024.88	153,998.58	20.22	563.84-
	ADJUSTMENT REFUNDS	.00	149.60-					
2013	118,012.57	198.03-	4,384.13	728.36	21,472.32	100,924.38	17.54	654.22-
2012	105,775.27	206.08-	713.36-	832.43	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	191.22-	698.50-	391.21	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	86.03-	675.59-	646.62	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	.00	364.69-	349.65	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	.00	44.03-	79.38	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	127.03	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	124.13	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	0.00	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	74.92	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	31.10	2,216.56	39,619.56	5.30	0.00
2002	35,550.37	.00	0.00	0.00	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	0.00	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	0.00	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	9.13	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	53.62	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	474.38	2,889.49	64,824.41	4.27	0.00
****	21,826,276.21	25,605.41-	80,416.44-	166,091.86	18,857,794.12	2,888,065.65		6,330.99-
	ADJUSTMENT REFUNDS	312.26-	84,012.80-					

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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	15,947,534.90	.00	189,695.53	925,011.83-	15,212,218.60	20,724.66	.00	.00	16,157,955.09
	I & S	.081900	2,303,125.62	.00	27,395.31	133,589.18-	2,196,931.75	.00	.00	.00	2,330,520.93
	TOTAL	.649000	18,250,660.52	.00	217,090.84	1,058,601.01-	17,409,150.35	20,724.66	.00	.00	18,488,476.02
2017	M & O	.567100	268,184.04	.00	70,932.19	1,296.28-	337,819.95	60,515.77	.00	.00	399,632.00
	I & S	.081900	38,730.79	.00	10,244.10	187.20-	48,787.69	.00	.00	.00	48,974.89
	TOTAL	.649000	306,914.83	.00	81,176.29	1,483.48-	386,607.64	60,515.77	.00	.00	448,606.89
2016	M & O	.582100	91,456.39	.00	32,498.27	176.91-	123,777.75	19,405.80	.00	.00	143,360.46
	I & S	.071900	11,296.39	.00	4,013.87	21.86-	15,288.40	.00	.00	.00	15,310.26
	TOTAL	.654000	102,752.78	.00	36,512.14	198.77-	139,066.15	19,405.80	.00	.00	158,670.72
2015	M & O	.582100	42,555.30	.00	19,781.60	47.50-	62,289.40	9,607.62	.00	.00	71,944.52
	I & S	.071900	5,256.30	.00	2,443.17	5.87-	7,693.60	.00	.00	.00	7,699.47
	TOTAL	.654000	47,811.60	.00	22,224.77	53.37-	69,983.00	9,607.62	.00	.00	79,643.99
2014	M & O	.608100	21,945.86	.00	12,270.29	.00	34,216.15	4,800.82	.00	.00	39,016.97
	I & S	.071900	2,594.82	.00	1,450.92	.00	4,045.74	.00	.00	.00	4,045.74
	TOTAL	.680000	24,540.68	.00	13,721.21	.00	38,261.89	4,800.82	.00	.00	43,062.71
2013	M & O	.605000	11,047.12	.00	7,094.86	.00	18,141.98	1,954.99	.00	.00	20,096.97
	I & S	.075000	1,369.49	.00	879.57	.00	2,249.06	.00	.00	.00	2,249.06
	TOTAL	.680000	12,416.61	.00	7,974.43	.00	20,391.04	1,954.99	.00	.00	22,346.03
2012	M & O	.602600	8,147.51	.00	5,817.20	.00	13,964.71	1,323.98	.00	.00	15,288.69
	I & S	.077400	1,046.54	.00	747.19	.00	1,793.73	.00	.00	.00	1,793.73
	TOTAL	.680000	9,194.05	.00	6,564.39	.00	15,758.44	1,323.98	.00	.00	17,082.42
2011	M & O	.602100	6,493.25	.00	5,333.87	.00	11,827.12	1,447.94	.00	.00	13,275.06
	I & S	.077900	840.09	.00	690.13	.00	1,530.22	.00	.00	.00	1,530.22
	TOTAL	.680000	7,333.34	.00	6,024.00	.00	13,357.34	1,447.94	.00	.00	14,805.28
2010	M & O	.601800	6,258.47	.00	5,620.85	.00	11,879.32	1,365.55	.00	.00	13,244.87
	I & S	.078200	813.29	.00	730.43	.00	1,543.72	.00	.00	.00	1,543.72
	TOTAL	.680000	7,071.76	.00	6,351.28	.00	13,423.04	1,365.55	.00	.00	14,788.59
2009	M & O	.601800	4,652.08	.00	4,860.88	.00	9,512.96	1,212.43	.00	.00	10,725.39
	I & S	.078200	604.53	.00	631.68	.00	1,236.21	.00	.00	.00	1,236.21
	TOTAL	.680000	5,256.61	.00	5,492.56	.00	10,749.17	1,212.43	.00	.00	11,961.60
2008	M & O	.602940	4,376.28	.00	5,448.13	.00	9,824.41	802.35	.00	.00	10,626.76
	I & S	.078910	572.79	.00	713.02	.00	1,285.81	.00	.00	.00	1,285.81
	TOTAL	.681850	4,949.07	.00	6,161.15	.00	11,110.22	802.35	.00	.00	11,912.57
2007	M & O	.596130	3,636.32	.00	4,780.65	.00	8,416.97	1,197.80	.00	.00	9,614.77
	I & S	.086990	530.61	.00	697.65	.00	1,228.26	.00	.00	.00	1,228.26
	TOTAL	.683120	4,166.93	.00	5,478.30	.00	9,645.23	1,197.80	.00	.00	10,843.03

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	3,123.17	.00	4,462.87	.00	7,586.04	1,116.48	.00	.00	8,702.52
	I & S	.089990	473.81	.00	677.10	.00	1,150.91	.00	.00	.00	1,150.91
	TOTAL	.683120	3,596.98	.00	5,139.97	.00	8,736.95	1,116.48	.00	.00	9,853.43
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	1,945.89	.00	3,130.51	.00	5,076.40	330.64	.00	.00	5,407.04
	I & S	.081470	263.48	.00	423.92	.00	687.40	.00	.00	.00	687.40
	TOTAL	.683120	2,209.37	.00	3,554.43	.00	5,763.80	330.64	.00	.00	6,094.44
2003	M & O	.596220	1,934.59	.00	3,217.29	.00	5,151.88	256.07	.00	.00	5,407.95
	I & S	.086900	281.97	.00	468.93	.00	750.90	.00	.00	.00	750.90
	TOTAL	.683120	2,216.56	.00	3,686.22	.00	5,902.78	256.07	.00	.00	6,158.85
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	535.66	.00	1,300.20	.00	1,835.86	109.22	.00	.00	1,945.08
	I & S	.112950	114.30	.00	277.42	.00	391.72	.00	.00	.00	391.72
	TOTAL	.642310	649.96	.00	1,577.62	.00	2,227.58	109.22	.00	.00	2,336.80
1998	M & O	.505610	611.17	.00	1,528.53	.00	2,139.70	91.66	.00	.00	2,231.36
	I & S	.124390	150.37	.00	376.06	.00	526.43	.00	.00	.00	526.43
	TOTAL	.630000	761.54	.00	1,904.59	.00	2,666.13	91.66	.00	.00	2,757.79
1997	M & O	.524810	693.47	.00	1,741.65	.00	2,435.12	122.08	.00	.00	2,557.20
	I & S	.075190	99.34	.00	249.52	.00	348.86	.00	.00	.00	348.86
	TOTAL	.600000	792.81	.00	1,991.17	.00	2,783.98	122.08	.00	.00	2,906.06
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	699.46	.00	1,884.96	.00	2,584.42	219.17	.00	.00	2,803.59
	I & S	.089970	123.39	.00	332.50	.00	455.89	.00	.00	.00	455.89
	TOTAL	.600000	822.85	.00	2,217.46	.00	3,040.31	219.17	.00	.00	3,259.48

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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
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		16,431,629.61	.00	393,125.70	926,532.52-	15,898,222.79	127,689.83	.00	.00	16,952,445.14
ALL	I & S		2,369,273.04	.00	55,474.86	133,804.11-	2,290,943.79	.00	.00	.00	2,424,747.90
ALL	TOTAL		18,800,902.65	.00	448,600.56	1,060,336.63-	18,189,166.58	127,689.83	.00	.00	19,377,193.04
DLQ	M & O		484,094.71	.00	203,430.17	1,520.69-	686,004.19	106,965.17	.00	.00	794,490.05
DLQ	I & S		66,147.42	.00	28,079.55	214.93-	94,012.04	.00	.00	.00	94,226.97
DLQ	TOTAL		550,242.13	.00	231,509.72	1,735.62-	780,016.23	106,965.17	.00	.00	888,717.02
CURR	M & O		15,947,534.90	.00	189,695.53	925,011.83-	15,212,218.60	20,724.66	.00	.00	16,157,955.09
CURR	I & S		2,303,125.62	.00	27,395.31	133,589.18-	2,196,931.75	.00	.00	.00	2,330,520.93
CURR	TOTAL		18,250,660.52	.00	217,090.84	1,058,601.01-	17,409,150.35	20,724.66	.00	.00	18,488,476.02

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2018 THRU 07/31/2019
JURISDICTION: 0033 CITY OF PHARR

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2018 THRU 07/31/2019
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	15,947,534.90	.00	189,695.53	925,011.83-	15,212,218.60	20,724.66	.00	.00	16,157,955.09
	I & S	.081900	2,303,125.62	.00	27,395.31	133,589.18-	2,196,931.75	.00	.00	.00	2,330,520.93
	TOTAL	.649000	18,250,660.52	.00	217,090.84	1,058,601.01-	17,409,150.35	20,724.66	.00	.00	18,488,476.02
2017	M & O	.567100	274,831.51	.00	70,932.19	1,296.28-	344,467.42	60,515.77	.00	.00	406,279.47
	I & S	.081900	39,690.82	.00	10,244.10	187.20-	49,747.72	.00	.00	.00	49,934.92
	TOTAL	.649000	314,522.33	.00	81,176.29	1,483.48-	394,215.14	60,515.77	.00	.00	456,214.39
2016	M & O	.582100	102,480.17	.00	32,498.27	176.91-	134,801.53	19,405.80	.00	.00	154,384.24
	I & S	.071900	12,658.03	.00	4,013.87	21.86-	16,650.04	.00	.00	.00	16,671.90
	TOTAL	.654000	115,138.20	.00	36,512.14	198.77-	151,451.57	19,405.80	.00	.00	171,056.14
2015	M & O	.582100	54,445.31	.00	19,781.60	47.50-	74,179.41	9,607.62	.00	.00	83,834.53
	I & S	.071900	6,724.93	.00	2,443.17	5.87-	9,162.23	.00	.00	.00	9,168.10
	TOTAL	.654000	61,170.24	.00	22,224.77	53.37-	83,341.64	9,607.62	.00	.00	93,002.63
2014	M & O	.608100	34,898.57	.00	12,270.29	.00	47,168.86	4,800.82	.00	.00	51,969.68
	I & S	.071900	4,126.31	.00	1,450.92	.00	5,577.23	.00	.00	.00	5,577.23
	TOTAL	.680000	39,024.88	.00	13,721.21	.00	52,746.09	4,800.82	.00	.00	57,546.91
2013	M & O	.605000	19,104.03	.00	7,094.86	.00	26,198.89	1,954.99	.00	.00	28,153.88
	I & S	.075000	2,368.29	.00	879.57	.00	3,247.86	.00	.00	.00	3,247.86
	TOTAL	.680000	21,472.32	.00	7,974.43	.00	29,446.75	1,954.99	.00	.00	31,401.74
2012	M & O	.602600	8,147.51	.00	5,817.20	.00	13,964.71	1,323.98	.00	.00	15,288.69
	I & S	.077400	1,046.54	.00	747.19	.00	1,793.73	.00	.00	.00	1,793.73
	TOTAL	.680000	9,194.05	.00	6,564.39	.00	15,758.44	1,323.98	.00	.00	17,082.42
2011	M & O	.602100	6,493.25	.00	5,333.87	.00	11,827.12	1,447.94	.00	.00	13,275.06
	I & S	.077900	840.09	.00	690.13	.00	1,530.22	.00	.00	.00	1,530.22
	TOTAL	.680000	7,333.34	.00	6,024.00	.00	13,357.34	1,447.94	.00	.00	14,805.28
2010	M & O	.601800	6,258.47	.00	5,620.85	.00	11,879.32	1,365.55	.00	.00	13,244.87
	I & S	.078200	813.29	.00	730.43	.00	1,543.72	.00	.00	.00	1,543.72
	TOTAL	.680000	7,071.76	.00	6,351.28	.00	13,423.04	1,365.55	.00	.00	14,788.59
2009	M & O	.601800	4,652.08	.00	4,860.88	.00	9,512.96	1,212.43	.00	.00	10,725.39
	I & S	.078200	604.53	.00	631.68	.00	1,236.21	.00	.00	.00	1,236.21
	TOTAL	.680000	5,256.61	.00	5,492.56	.00	10,749.17	1,212.43	.00	.00	11,961.60
2008	M & O	.602940	4,376.28	.00	5,448.13	.00	9,824.41	802.35	.00	.00	10,626.76
	I & S	.078910	572.79	.00	713.02	.00	1,285.81	.00	.00	.00	1,285.81
	TOTAL	.681850	4,949.07	.00	6,161.15	.00	11,110.22	802.35	.00	.00	11,912.57
2007	M & O	.596130	3,636.32	.00	4,780.65	.00	8,416.97	1,197.80	.00	.00	9,614.77
	I & S	.086990	530.61	.00	697.65	.00	1,228.26	.00	.00	.00	1,228.26
	TOTAL	.683120	4,166.93	.00	5,478.30	.00	9,645.23	1,197.80	.00	.00	10,843.03

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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	3,123.17	.00	4,462.87	.00	7,586.04	1,116.48	.00	.00	8,702.52
	I & S	.089990	473.81	.00	677.10	.00	1,150.91	.00	.00	.00	1,150.91
	TOTAL	.683120	3,596.98	.00	5,139.97	.00	8,736.95	1,116.48	.00	.00	9,853.43
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	1,945.89	.00	3,130.51	.00	5,076.40	330.64	.00	.00	5,407.04
	I & S	.081470	263.48	.00	423.92	.00	687.40	.00	.00	.00	687.40
	TOTAL	.683120	2,209.37	.00	3,554.43	.00	5,763.80	330.64	.00	.00	6,094.44
2003	M & O	.596220	1,934.59	.00	3,217.29	.00	5,151.88	256.07	.00	.00	5,407.95
	I & S	.086900	281.97	.00	468.93	.00	750.90	.00	.00	.00	750.90
	TOTAL	.683120	2,216.56	.00	3,686.22	.00	5,902.78	256.07	.00	.00	6,158.85
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	535.66	.00	1,300.20	.00	1,835.86	109.22	.00	.00	1,945.08
	I & S	.112950	114.30	.00	277.42	.00	391.72	.00	.00	.00	391.72
	TOTAL	.642310	649.96	.00	1,577.62	.00	2,227.58	109.22	.00	.00	2,336.80
1998	M & O	.505610	611.17	.00	1,528.53	.00	2,139.70	91.66	.00	.00	2,231.36
	I & S	.124390	150.37	.00	376.06	.00	526.43	.00	.00	.00	526.43
	TOTAL	.630000	761.54	.00	1,904.59	.00	2,666.13	91.66	.00	.00	2,757.79
1997	M & O	.524810	693.47	.00	1,741.65	.00	2,435.12	122.08	.00	.00	2,557.20
	I & S	.075190	99.34	.00	249.52	.00	348.86	.00	.00	.00	348.86
	TOTAL	.600000	792.81	.00	1,991.17	.00	2,783.98	122.08	.00	.00	2,906.06
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	699.46	.00	1,884.96	.00	2,584.42	219.17	.00	.00	2,803.59
	I & S	.089970	123.39	.00	332.50	.00	455.89	.00	.00	.00	455.89
	TOTAL	.600000	822.85	.00	2,217.46	.00	3,040.31	219.17	.00	.00	3,259.48

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TAX COLLECTION SYSTEM
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
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
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		16,482,200.49	.00	393,125.70	926,532.52-	15,948,793.67	127,689.83	.00	.00	17,003,016.02
ALL	I & S		2,375,593.63	.00	55,474.86	133,804.11-	2,297,264.38	.00	.00	.00	2,431,068.49
ALL	TOTAL		18,857,794.12	.00	448,600.56	1,060,336.63-	18,246,058.05	127,689.83	.00	.00	19,434,084.51
DLQ	M & O		534,665.59	.00	203,430.17	1,520.69-	736,575.07	106,965.17	.00	.00	845,060.93
DLQ	I & S		72,468.01	.00	28,079.55	214.93-	100,332.63	.00	.00	.00	100,547.56
DLQ	TOTAL		607,133.60	.00	231,509.72	1,735.62-	836,907.70	106,965.17	.00	.00	945,608.49
CURR	M & O		15,947,534.90	.00	189,695.53	925,011.83-	15,212,218.60	20,724.66	.00	.00	16,157,955.09
CURR	I & S		2,303,125.62	.00	27,395.31	133,589.18-	2,196,931.75	.00	.00	.00	2,330,520.93
CURR	TOTAL		18,250,660.52	.00	217,090.84	1,058,601.01-	17,409,150.35	20,724.66	.00	.00	18,488,476.02

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 07/31/2019

EXCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,135,645.40	25,996

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	142,455.18-	142,455.18-	18,250,660.52	18,250,660.52	884,984.88	95.38	625.37-
2017	712,866.95	44,427.69-	44,427.69-	306,914.83	306,914.83	361,524.43	45.92	1,332.71-
2016	355,416.28	3,592.58-	3,592.58-	102,752.78	102,752.78	249,070.92	29.21	638.22-
2015	271,695.60	4,383.76-	4,383.76-	47,811.60	47,811.60	219,500.24	17.89	612.61-
2014	176,199.19	19,026.33-	19,026.33-	24,540.68	24,540.68	132,632.18	15.61	563.84-
2013	114,193.24	852.25-	852.25-	12,416.61	12,416.61	100,924.38	10.96	654.22-
2012	105,775.27	713.36-	713.36-	9,194.05	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	698.50-	698.50-	7,333.34	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	675.59-	675.59-	7,071.76	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	364.69-	364.69-	5,256.61	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	44.03-	44.03-	4,949.07	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	4,166.93	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	3,596.98	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	2,294.71	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	2,209.37	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	2,216.56	2,216.56	39,619.56	5.30	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	649.96	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	761.54	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	2,889.49	2,889.49	64,824.41	4.27	0.00
****	21,812,288.66	220,215.56-	220,215.56-	18,800,902.65	18,800,902.65	2,791,170.45		6,439.81-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 07/31/2019

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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
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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
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 07/31/2019

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	21,497,076-	2,975,805,746	00.649000	19,141,608.09	25,997
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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	136,492.49-	136,492.49-	18,250,660.52	18,250,660.52	890,947.57	95.35	625.37-
2017	712,866.95	19,565.06-	19,565.06-	314,522.33	314,522.33	378,779.56	45.37	1,332.71-
2016	358,494.06	31,105.56	31,105.56	115,138.20	115,138.20	274,461.42	29.55	638.22-
2015	275,174.55	32,416.41	32,416.41	61,170.24	61,170.24	246,420.72	19.89	612.61-
2014	179,810.68	13,212.78	13,212.78	39,024.88	39,024.88	153,998.58	20.22	563.84-
2013	118,012.57	4,384.13	4,384.13	21,472.32	21,472.32	100,924.38	17.54	654.22-
2012	105,775.27	713.36-	713.36-	9,194.05	9,194.05	95,867.86	8.75	507.28-
2011	95,875.49	698.50-	698.50-	7,333.34	7,333.34	87,843.65	7.70	507.28-
2010	92,203.13	675.59-	675.59-	7,071.76	7,071.76	84,455.78	7.73	589.56-
2009	87,272.69	364.69-	364.69-	5,256.61	5,256.61	81,651.39	6.05	364.69-
2008	70,215.03	44.03-	44.03-	4,949.07	4,949.07	65,221.93	7.05	44.03-
2007	62,736.17	550.07-	550.07-	4,166.93	4,166.93	58,019.17	6.70	0.00
2006	58,758.77	554.76-	554.76-	3,596.98	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	2,294.71	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	2,209.37	2,209.37	48,991.89	4.32	0.00
2003	41,836.12	.00	0.00	2,216.56	2,216.56	39,619.56	5.30	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	649.96	649.96	17,757.22	3.53	0.00
1998	14,006.59	883.62-	883.62-	761.54	761.54	12,361.43	5.80	0.00
1997	67,713.90	.00	0.00	2,889.49	2,889.49	64,824.41	4.27	0.00
****	21,826,276.21	80,416.44-	80,416.44-	18,857,794.12	18,857,794.12	2,888,065.65		6,439.81-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 07/01/2019 THRU 07/31/2019

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			371.06	43.36	66.42	7.66	0.00	2.54	434.94
BY COUNTY 108			371.06	43.36	66.42	7.66	0.00	2.54	434.94
DELQ FOR 0032 CITY OF MISSION			798.00	121.29	395.98	97.93	0.00	10.94	1,183.04
BY COUNTY 108			798.00	121.29	395.98	97.93	0.00	10.94	1,183.04
TOTAL FOR 0032 CITY OF MISSION			1,169.06	164.65	462.40	105.59	0.00	13.48	1,617.98
BY COUNTY 108			1,169.06	164.65	462.40	105.59	0.00	13.48	1,617.98
CURR FOR 0033 CITY OF PHARR			6,292.00	1,354.85	1,132.56	243.88	0.00	79.97	7,344.59
BY COUNTY 108			6,292.00	1,354.85	1,132.56	243.88	0.00	79.97	7,344.59
DELQ FOR 0033 CITY OF PHARR			938.65	125.25	361.30	45.32	0.00	8.51	1,291.44
BY COUNTY 108			938.65	125.25	361.30	45.32	0.00	8.51	1,291.44
TOTAL FOR 0033 CITY OF PHARR			7,230.65	1,480.10	1,493.86	289.20	0.00	88.48	8,636.03
BY COUNTY 108			7,230.65	1,480.10	1,493.86	289.20	0.00	88.48	8,636.03
CURR FOR 0037 CITY OF SAN JUAN			1,196.15	157.19	207.70	27.59	0.00	9.26	1,394.59
BY COUNTY 108			1,196.15	157.19	207.70	27.59	0.00	9.26	1,394.59
DELQ FOR 0037 CITY OF SAN JUAN			73.00	8.34	39.96	4.56	0.00	0.64	112.32
BY COUNTY 108			73.00	8.34	39.96	4.56	0.00	0.64	112.32
TOTAL FOR 0037 CITY OF SAN JUAN			1,269.15	165.53	247.66	32.15	0.00	9.90	1,506.91
BY COUNTY 108			1,269.15	165.53	247.66	32.15	0.00	9.90	1,506.91
CURR FOR 0040 CITY OF WESLACO			259.77	44.23	46.75	7.96	0.00	2.62	303.90
BY COUNTY 108			259.77	44.23	46.75	7.96	0.00	2.62	303.90
DELQ FOR 0040 CITY OF WESLACO			82.07	15.07	36.57	7.54	0.00	1.13	117.51
BY COUNTY 108			82.07	15.07	36.57	7.54	0.00	1.13	117.51
TOTAL FOR 0040 CITY OF WESLACO			341.84	59.30	83.32	15.50	0.00	3.75	421.41
BY COUNTY 108			341.84	59.30	83.32	15.50	0.00	3.75	421.41
CURR FOR 0041 EDINBURG CISD			14,391.07	1,496.00	2,543.49	265.02	0.00	88.12	16,846.44
BY COUNTY 108			14,391.07	1,496.00	2,543.49	265.02	0.00	88.12	16,846.44
DELQ FOR 0041 EDINBURG CISD			1,334.03	278.52	618.55	152.11	0.00	21.53	1,931.05
BY COUNTY 108			1,334.03	278.52	618.55	152.11	0.00	21.53	1,931.05
TOTAL FOR 0041 EDINBURG CISD			15,725.10	1,774.52	3,162.04	417.13	0.00	109.65	18,777.49
BY COUNTY 108			15,725.10	1,774.52	3,162.04	417.13	0.00	109.65	18,777.49
CURR FOR 0042 EDCOUCH-ELSA ISD			71.12	6.47	12.80	1.17	0.00	0.38	83.54
BY COUNTY 108			71.12	6.47	12.80	1.17	0.00	0.38	83.54
DELQ FOR 0042 EDCOUCH-ELSA ISD			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0042 EDCOUCH-ELSA ISD			71.12	6.47	12.80	1.17	0.00	0.38	83.54
BY COUNTY 108			71.12	6.47	12.80	1.17	0.00	0.38	83.54
CURR FOR 0043 PHARR,SAN JUAN,ALAMO ISD			15,485.82	1,855.13	2,715.05	327.31	0.00	109.19	18,091.68
BY COUNTY 108			15,485.82	1,855.13	2,715.05	327.31	0.00	109.19	18,091.68
DELQ FOR 0043 PHARR,SAN JUAN,ALAMO ISD			2,506.37	320.57	1,055.78	127.38	0.00	22.41	3,539.74
BY COUNTY 108			2,506.37	320.57	1,055.78	127.38	0.00	22.41	3,539.74
TOTAL FOR 0043 PHARR,SAN JUAN,ALAMO ISD			17,992.19	2,175.70	3,770.83	454.69	0.00	131.60	21,631.42
BY COUNTY 108			17,992.19	2,175.70	3,770.83	454.69	0.00	131.60	21,631.42

07/22/2019 13:31:4
TC168

3265319

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/20/2019 TO 07/20/2019

PAGE: 22
INCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,141,608.09	25,770
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	.00	136,492.49-	0.00	18,190,378.27	951,229.82	95.03	516.55-
2017	712,866.95	.00	19,565.06-	0.00	307,959.85	385,342.04	44.42	1,332.71-
2016	358,494.06	.00	30,793.30	0.00	112,198.16	277,089.20	28.82	638.22-
2015	275,174.55	.00	32,416.41	0.00	60,197.18	247,393.78	19.57	612.61-
2014	179,810.68	18,337.79-	13,212.78	0.00	38,584.94	154,438.52	19.99	563.84-
2013	118,012.57	198.03-	4,384.13	0.00	21,014.37	101,382.33	17.17	654.22-
2012	105,775.27	206.08-	713.36-	0.00	8,501.15	96,560.76	8.09	507.28-
2011	95,875.49	191.22-	698.50-	0.00	7,013.64	88,163.35	7.37	507.28-
2010	92,203.13	86.03-	675.59-	0.00	6,603.18	84,924.36	7.21	589.56-
2009	87,272.69	.00	364.69-	0.00	5,075.42	81,832.58	5.84	364.69-
2008	70,215.03	.00	44.03-	0.00	4,877.53	65,293.47	6.95	44.03-
2007	62,736.17	550.07-	550.07-	0.00	4,147.21	58,038.89	6.67	0.00
2006	58,758.77	554.76-	554.76-	0.00	3,596.98	54,607.03	6.18	0.00
2005	52,131.32	515.89-	515.89-	0.00	2,294.71	49,320.72	4.45	0.00
2004	51,678.52	477.26-	477.26-	0.00	2,140.85	49,060.41	4.18	0.00
2003	41,836.12	.00	0.00	0.00	2,204.15	39,631.97	5.27	0.00
2002	35,550.37	.00	0.00	0.00	1,360.93	34,189.44	3.83	0.00
2001	26,587.97	.00	0.00	0.00	1,106.80	25,481.17	4.16	0.00
2000	23,068.30	.00	0.00	0.00	747.53	22,320.77	3.24	0.00
1999	18,407.18	.00	0.00	0.00	640.83	17,766.35	3.48	0.00
1998	14,006.59	883.62-	883.62-	0.00	707.92	12,415.05	5.39	0.00
1997	67,713.90	.00	0.00	0.00	2,773.52	64,940.38	4.10	0.00
****	21,826,276.21	22,000.75-	80,728.70-	0.00	18,784,125.12	2,961,422.39		6,330.99-



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.D.

DATE SUBMITTED:

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

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

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

This report is quarter ending June 30, 2019.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created -



Quarterly Financial Report for period ending June 2019

Prepared by Karla Saavedra, CGFO



August 19, 2019

Mayor

City Commission

Citizens of Pharr

This Quarterly Financial Report was compiled for the purpose of updating the City's elected officials and executive staff on the overall fiscal health of the City.

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

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

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

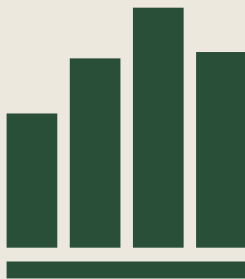
Karla Saavedra,
CGFO



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• General Fund	
• General Fund Financial Snapshot	1
• Hidalgo County Property Tax Collection Report	2
• Sales Tax Snapshot	3
• Court Fees Snapshot	4
• General Fund Budget vs Actual Usage	5
• Other Funds	
• Business-Type Funds Financial Snapshot	6
• Utility Fund Fiscal Facts	7 & 8
• Bridge Fund Fiscal Facts	9 & 10
• Golf Fund Fiscal Funds	11
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• Long-Term Debt Obligations	14
• Construction in Progress	15

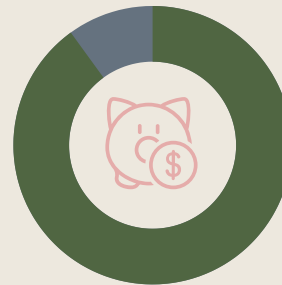
General Fund



General Fund Financial Snapshot for period ending June 30, 2019

1

ASSETS	(In Millions)
Cash	\$13.49
Investments	10.97
Inventory	1.02
Receivables	8.46
Total Assets	\$33.94
LIABILITIES	
Accounts Payable	\$.71
Escrows	2.27
Total Liabilities	\$2.98
FUND BALANCE	\$30.96

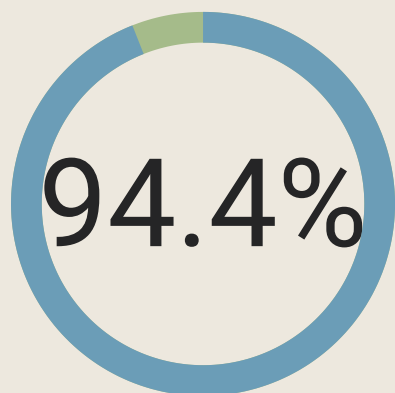


\$28.14

Unrestricted and Unassigned available including \$10.97 in Contingency Cash

REVENUES	(In Millions)
Property Taxes	\$16.63
Sales Taxes	11.76
Franchise	1.66
Licenses and Permits	.50
Fees and Charges	3.95
Fines	.50
Other	1.27
Total Revenues	\$36.27
EXPENDITURES	
General Government	\$8.73
Public Safety	15.89
Highways and Streets	3.08
Health and Welfare	1.92
Culture and Recreation	3.95
Debt Service	1.50
TOTAL EXPENDITURES	\$35.08
Revenues over Expenditures	\$1.19
Transfers In	\$7.06
Transfers Out	-20.63
Debt Proceeds	19.43
Other Financing Sources/(Uses)	\$5.86
Change in Fund Balance	\$7.05
FUND BALANCE BEGINNING	23.91
FUND BALANCE ENDING	\$30.96





CURRENT LEVY PROPERTY TAX

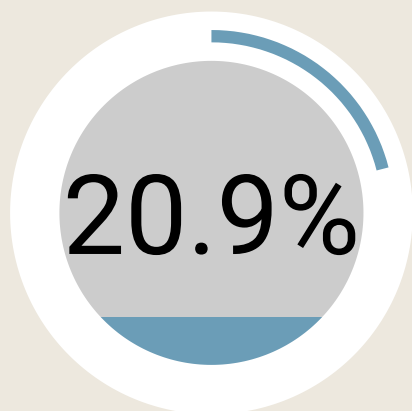
COLLECTED

Tax Roll Year	ORIGINAL TAX LEVY	COLLECTED TO DATE	OUTSTANDING
2018 Roll	\$19,278,101	\$18,257,113	\$1,020,988
2017 & Prior	\$2,534,188	\$572,308	\$1,961,880

- .21% increase in Current collections



- -.15% decrease in Delinquent collections



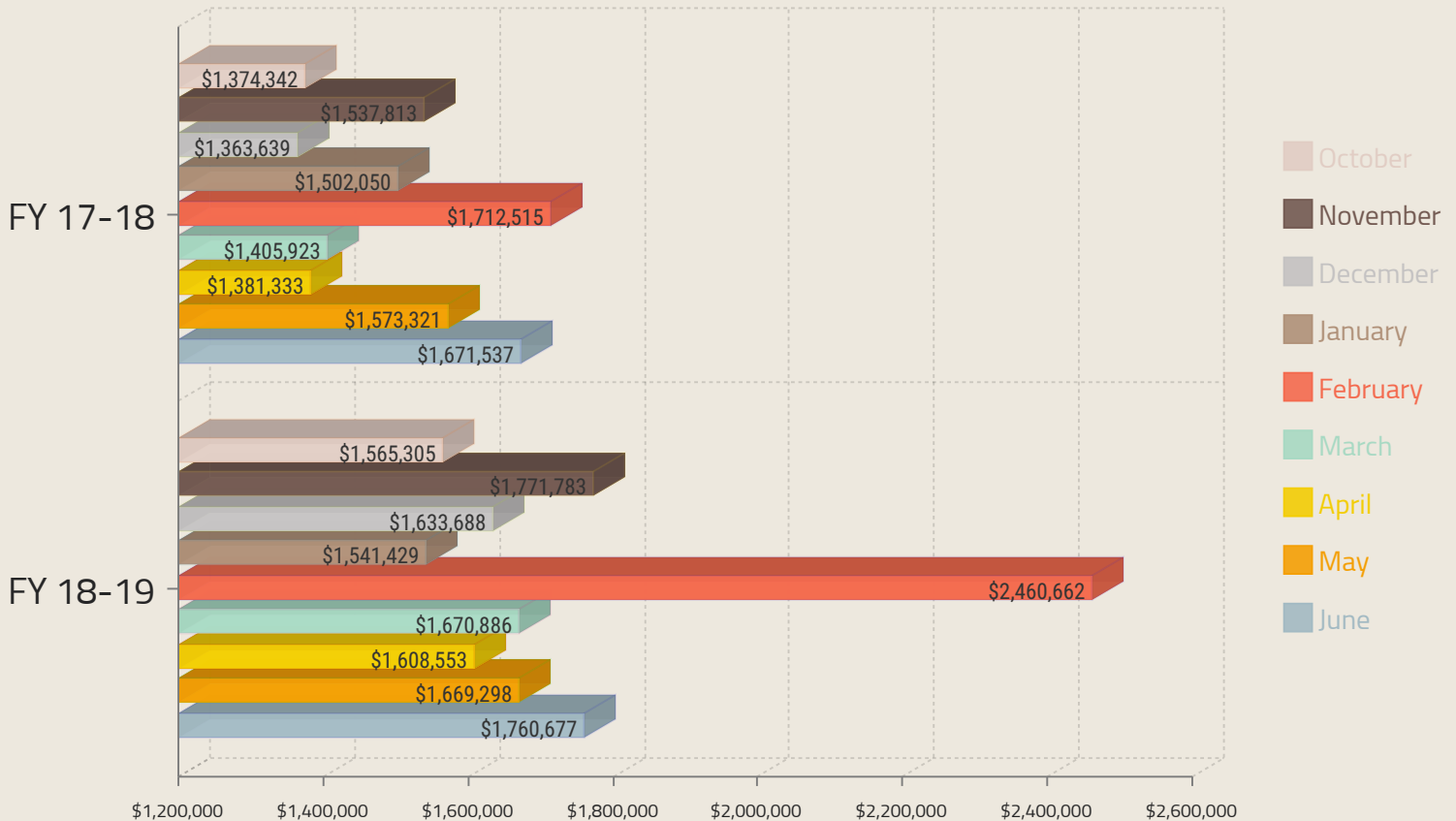
DELINQUENT LEVY PROPERTY TAX

COLLECTED

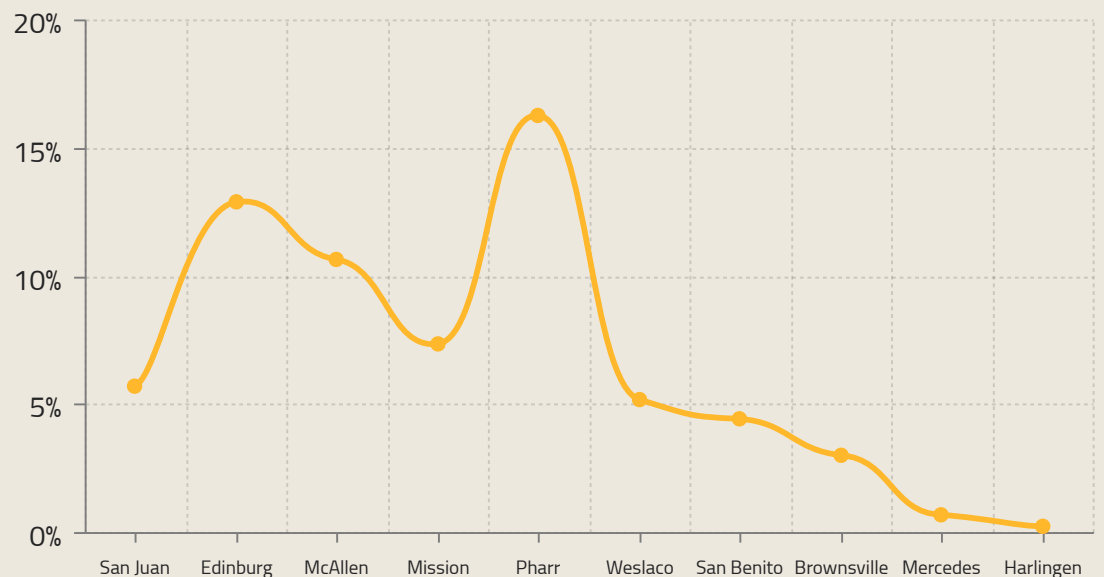


15%

Increase in Sales Tax
from Last Year

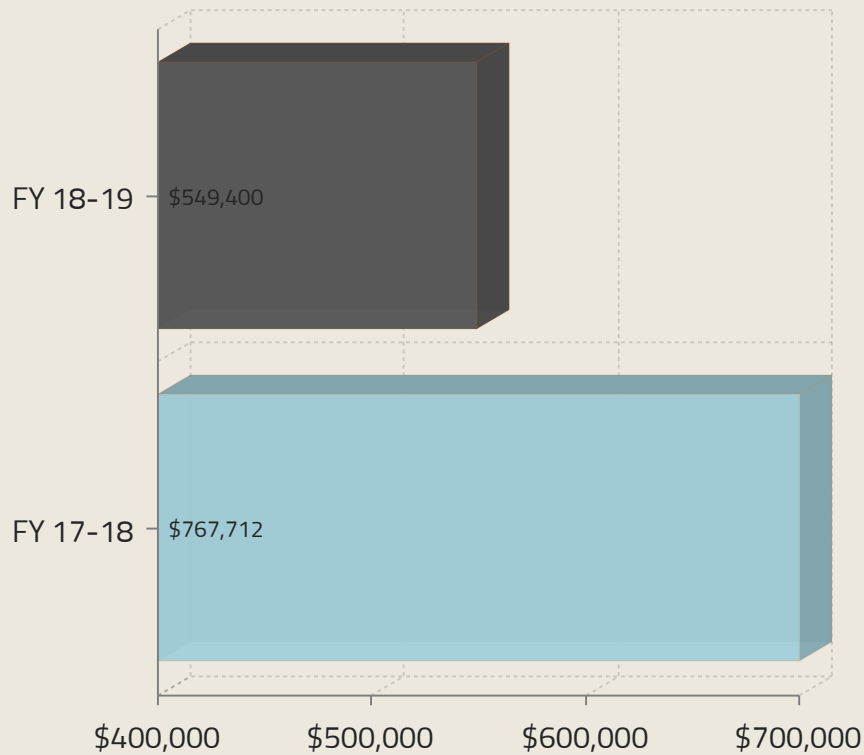


Ranked No. 1
compared to neighbor
Cities



Municipal Court Fees-June 2019

4



-28.4%
Decrease compared to
FY 2017-2018



-32%

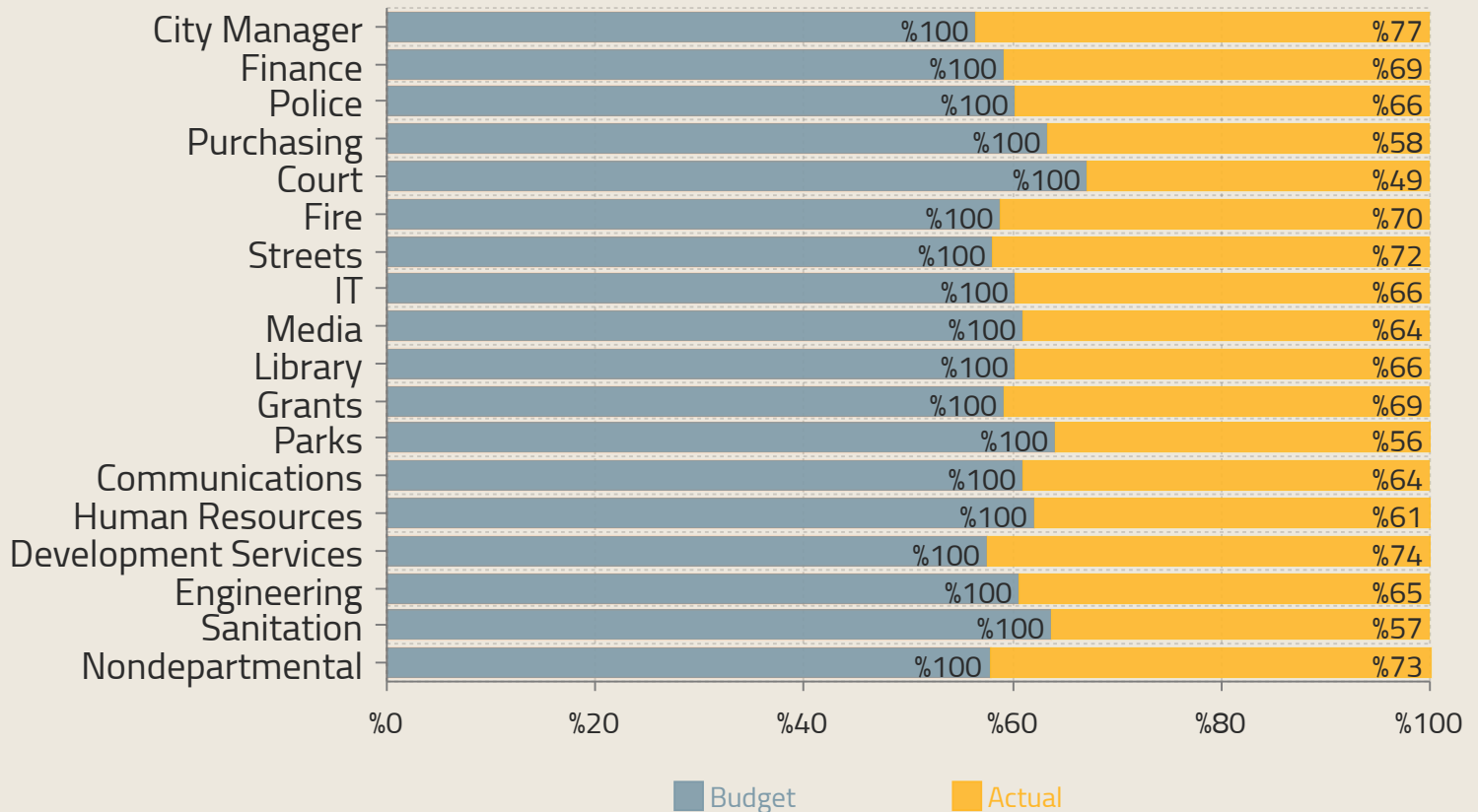
Overall Decrease in last two
fiscal years.

General Fund-Monthly Budget Usage -June 2019

5

75%

Benchmark for Budget use
as of June 2019

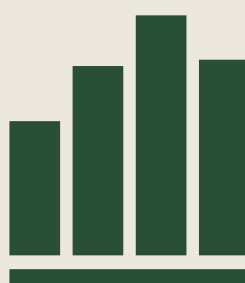


GENERAL FUND AVAILABLE RESOURCES



\$12.3 Short-Term available resources

Other Funds



Business-Type Funds Financial Snapshot for period ending June 30, 2019

6

(In Millions)

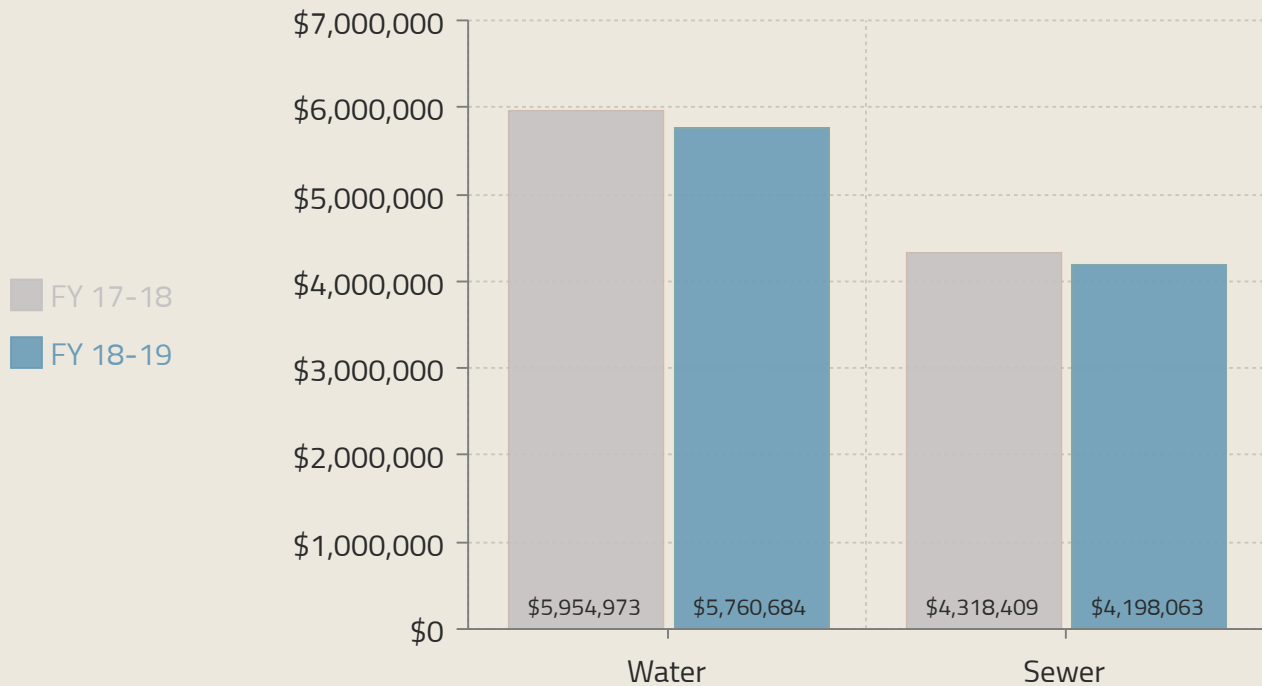
CURRENT ASSETS	Utility	Toll Bridge	Golf	Event Center
Cash	\$5.50	\$5.29	\$.45	\$.30
Restricted Cash	9.21	1.76	.21	-
Inventory	.14	-	.01	.01
Receivables	2.75	.40	.03	.31
Total current Assets	\$17.6	\$7.45	\$.70	\$.62
CAPITAL ASSETS (net of depreciation)				
Water Rights	\$3.45	-	-	-
Land	.81	.82	1.00	.79
Buildings	10.89	1.35	.31	2.37
Improvements	.62	.15	1.99	.10
Machinery and Equipment	2.19	2.51	.19	.02
Infrastructure	96.83	12.36	.02	-
Construction in Progress	6.57	3.45	-	-
Total Capital Assets	121.36	20.64	3.52	3.27
CURRENT LIABILITIES				
Accounts Payable	\$1.07	\$.70	\$.13	\$.11
LT-LIABILITIES				
Lease Payable	1.75	1.78	.29	-
Bonds Payable	41.59	2.8	-	-
Total LT Liabilities	\$44.41	\$5.28	\$.42	
NET POSITION	\$94.55	\$22.81	\$3.80	\$3.78

	Utility	Toll Bridge	Golf	Event Center
Operating Income/(Loss)	\$4.58	\$7.84	\$-.38	\$-.19

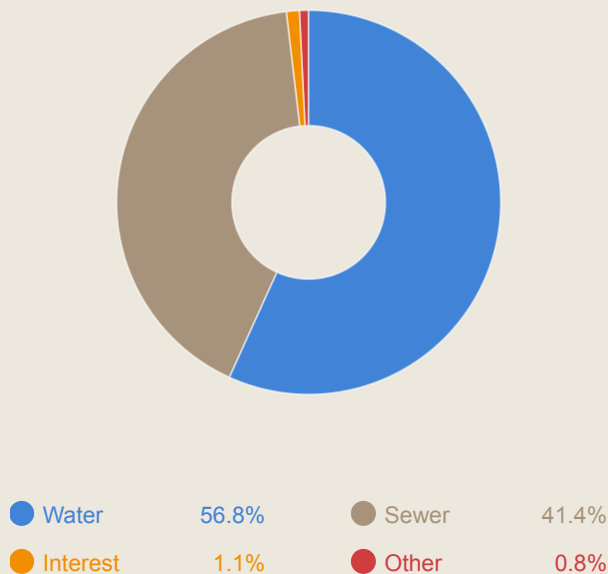
Utility Fund Fiscal Facts as of June 2019

7

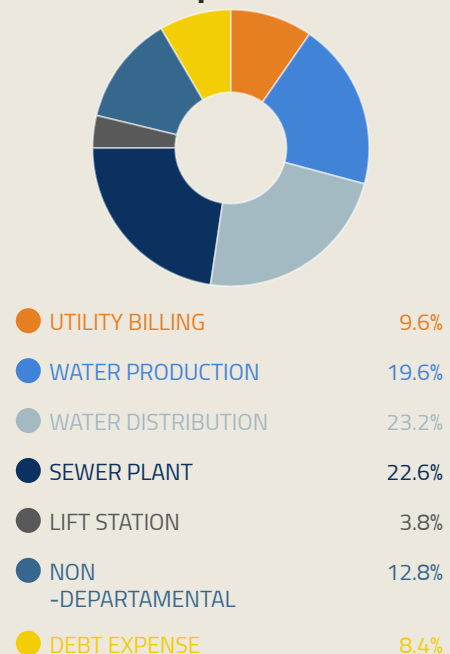
Revenues have decreased an average of 3% over the last 9 months compared to last FY, however, expenses have ALSO decreased by 2%.



Revenues



Expenses



Debt Coverage Ratio



Net Revenues as of June 2019

\$3.8 Million

Maximum Debt Payment as of June 2019

\$3.7 Million



UTILITY FUND AVAILABLE RESOURCES

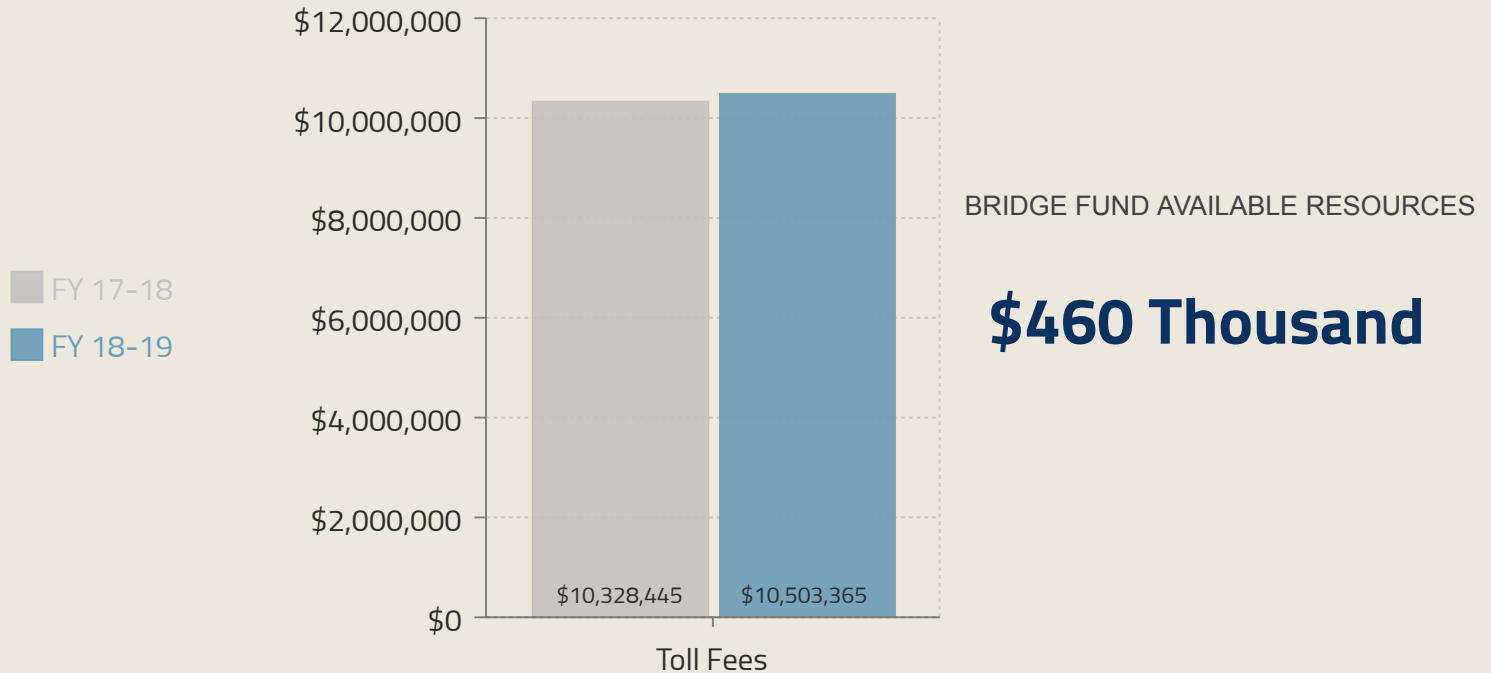
\$2.8 Million

ACTIVE ACCOUNTS

20,968

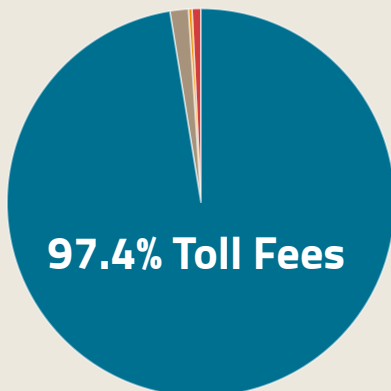
June 2019

Toll Fees have increased by 2% compared to last FY

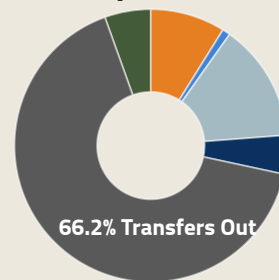


Toll Fees	97.4%
Rental Income	1.5%
Exchange Rate	0.3%
Interest	0.7%

Revenues

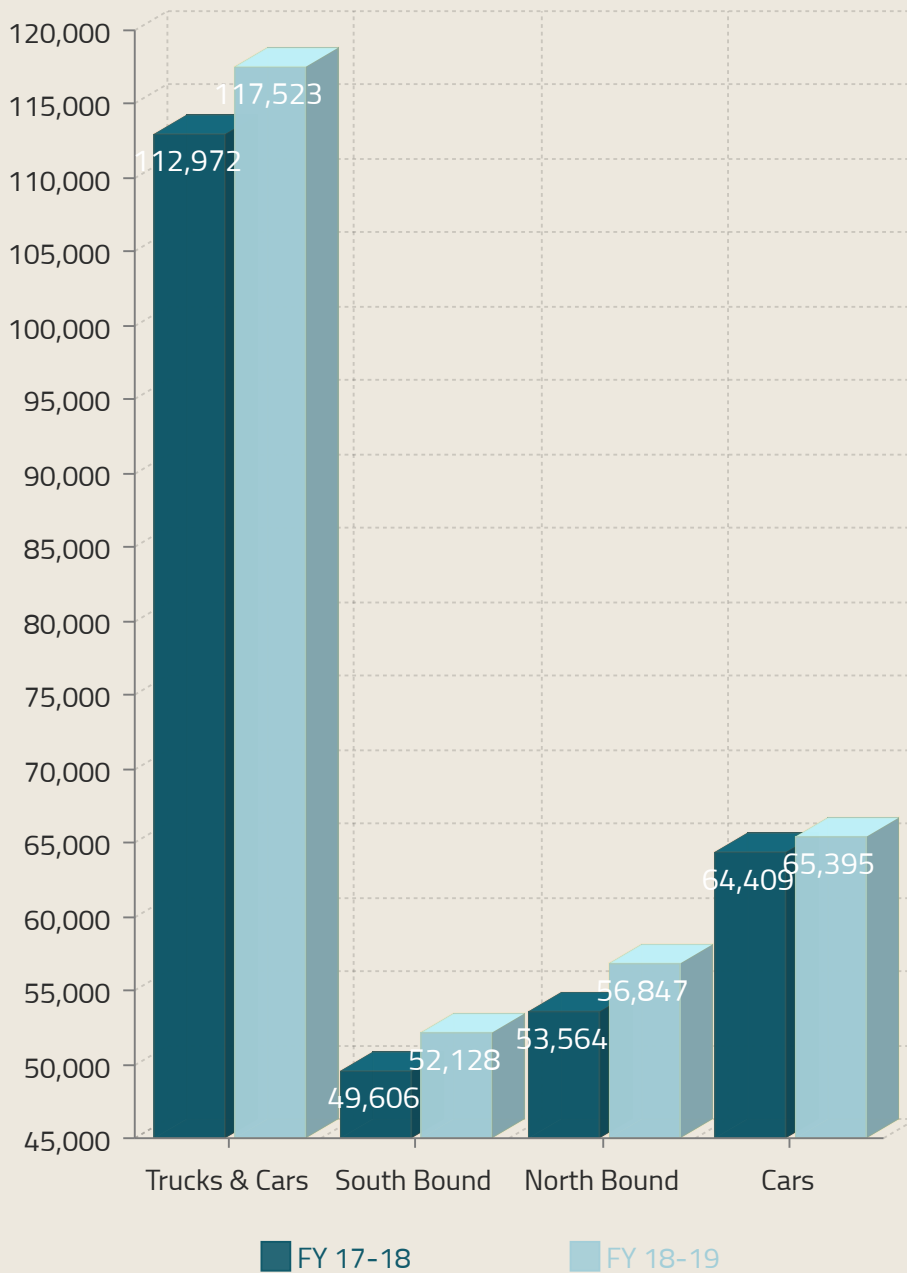


Expenses



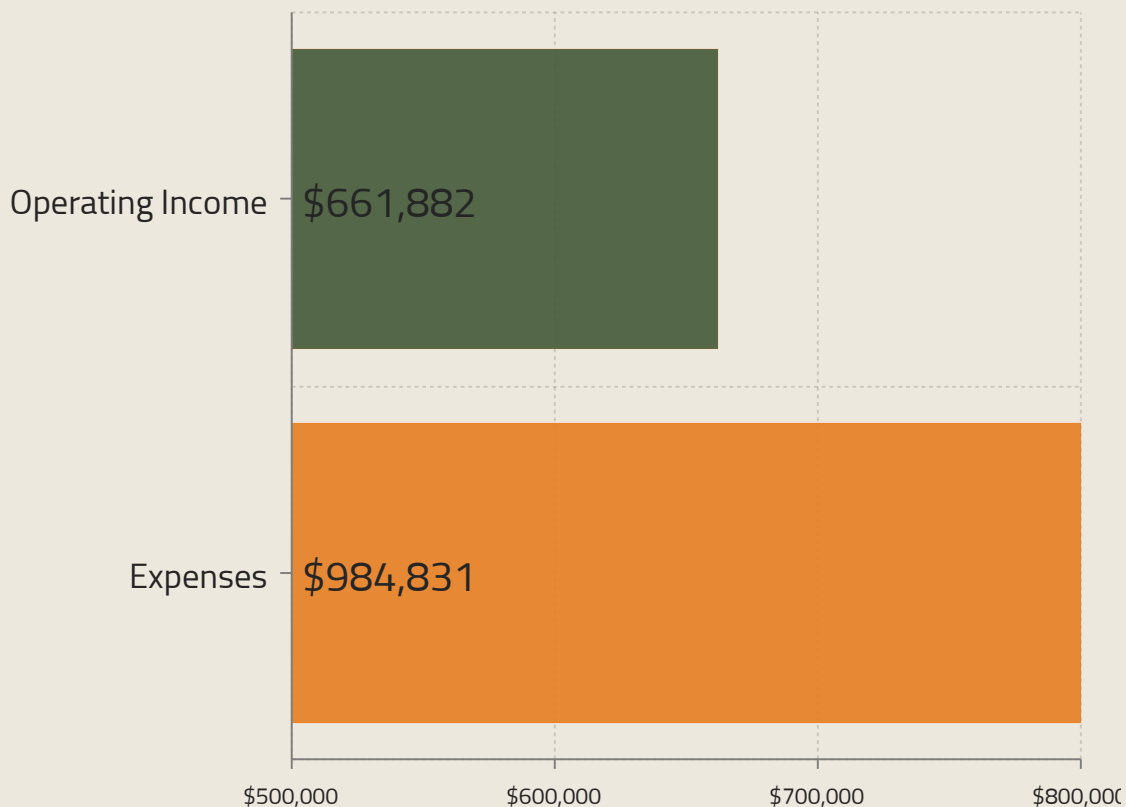
Personnel	8.9%
Supplies	0.9%
Contractual	14.0%
Debt Service	4.6%
Transfers Out	66.2%
Non-Departmental	0.0%
DEBT EXPENSE	5.5%

Crossings



Golf Fund Fiscal Facts as of June 2019

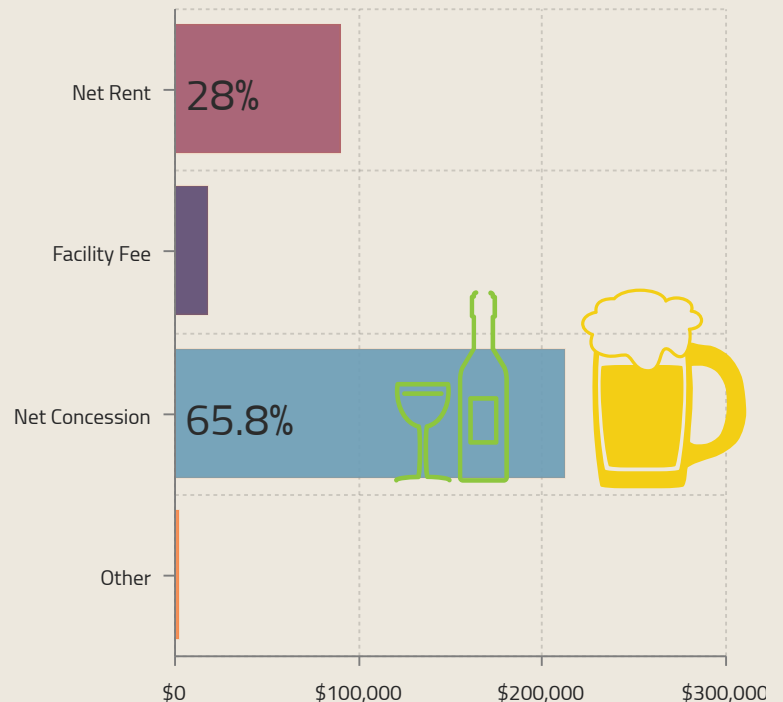
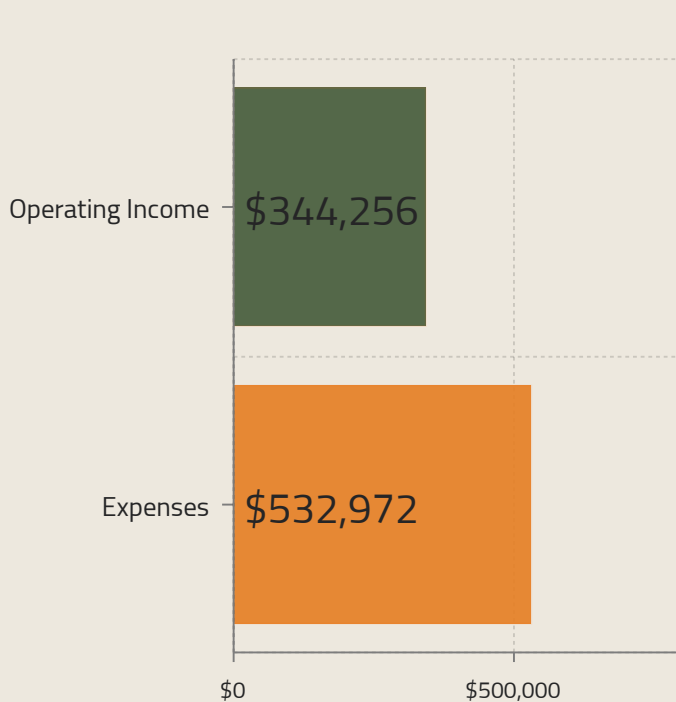
11



AS OF JUNE 2019,
\$322,949

Transferred from
General Fund to
Break Even



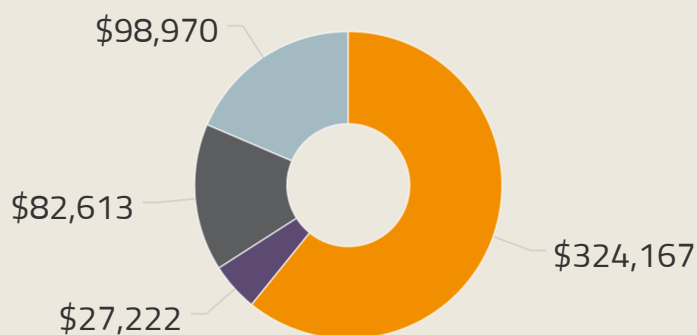


Expenses

AS OF JUNE 2019,

\$188,716

**Transferred from
General Fund to
Break Even**



PEDC Fund Fiscal Facts as of June 2019

13

PEDC FUND AVAILABLE RESOURCES

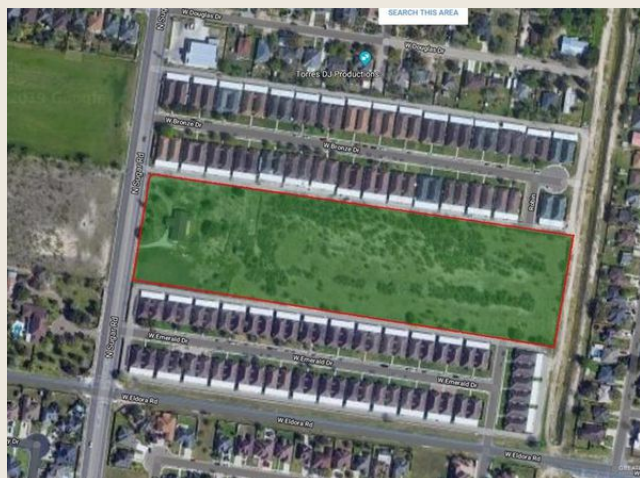


\$1.1 Million

NOTES RECEIVABLE

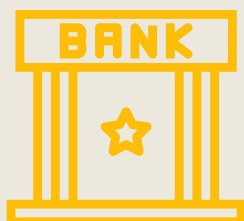
\$1.7

MILLION



\$2.3

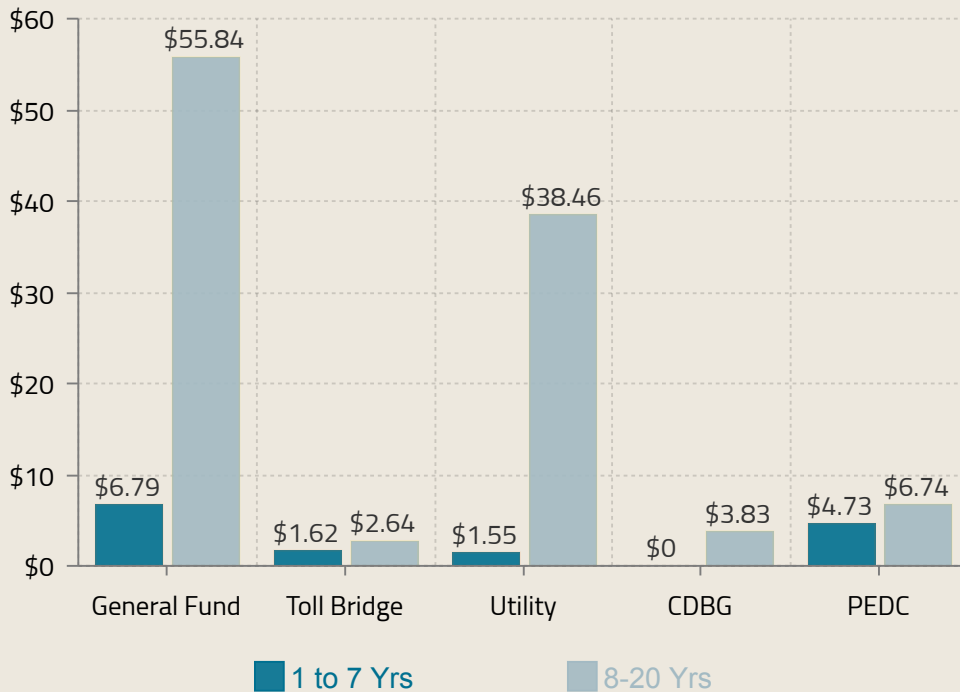
Million Land
Available for Sale



\$11.47

OUTSTANDING IN DEBT

Long-Term Obligations (In Millions)

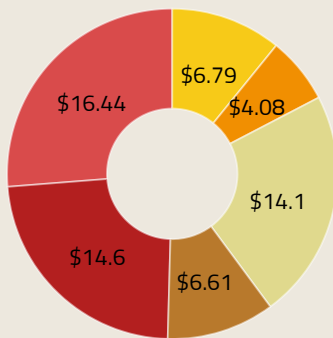


Outstanding
As of June 30, 2019:

\$122.20

City-Wide Long-Term Debt

General Fund



Leases 10.8% Refunding 2015B 6.5%

CO 2016 22.5% Tax Notes 2017 10.6%

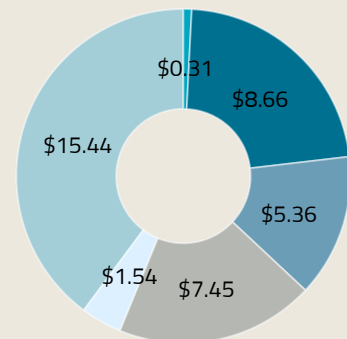
CO 2017 23.3% CO 2018 26.3%

▼ 63%



Amount spent from bond proceeds that are outstanding

Utility Fund



Leases 0.8% Revenue 2007A 22.3%

Revenue 2007B 13.8% Revenue 2013 19.2%

Revenue 2015 4.0% Refunding 2017 39.8%

82% ▼

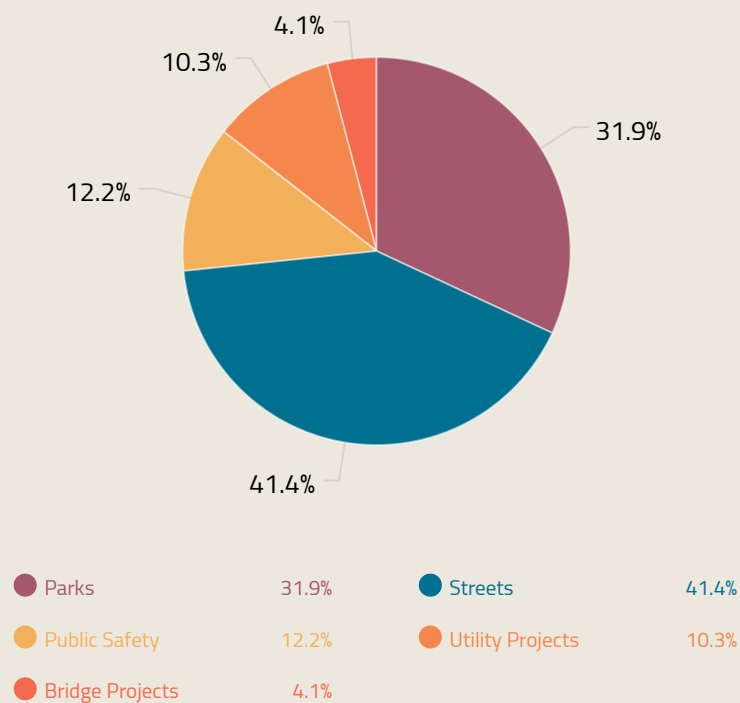


Amount spent from bond proceeds that are outstanding

Governmental (In Millions)			
Construction Category	Balance March 31, 2019	Expenses this Quarter	Balance June 30, 2019
Parks	\$12.58	\$2.77	\$15.35
Streets	18.67	1.23	19.90
Public Safety	5.34	.52	5.86
Total Governmental	\$36.59	\$4.52	\$41.11

Business-Type (In Millions)			
Construction Category	Balance March 31, 2019	Expenses this Quarter	Balance June 30, 2019
Utility Projects	\$4.97	\$-	\$4.97
Bridge	1.95	.029	1.97
Total Business-Type	\$6.92	\$0.029	\$6.94
GRAND TOTAL	\$43.51	\$4.54	\$48.05

Construction Distribution





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.E.

DATE SUBMITTED: August 6, 2019

MEETING DATE: August 19, 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 - 8/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for August 7, 2019 Regular Called Meeting and August 9, 2019 Workshop Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meetings held on Wednesday, August 7, 2019 and Friday, August 9, 2019.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 8/12/2019
Final Approval - 8/13/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
WEDNESDAY, AUGUST 7, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Wednesday, August 7, 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. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina

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 Saavedra, 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 Pro Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan led in the pledge of allegiance and Luis Bazan 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 any questions could be entertained at this time. There were no questions.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the Parks and Recreation Department Theater Program will be performing "Dr. Seuss's Suessical" at PSJA North Auditorium from August 8-10, 2019 at 7:30 p.m.

At this time, Alex Meade, City Manager, called upon Andrew Canon for a presentation.

Andrew Canon, A.B.A. President, announced the Kickstands for Kids 6th Annual Charity Event would take place on Friday, September 13, 2019 at 9:00 a.m. at Carmen Anaya Elementary. He stated they would be giving away 350 backpacks with school supplies to children to start the school year with the tools they need to succeed. He further invited the Commission to attend the event and thanked them for their continued support.

ITEM 4. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JULY 17, 2019 REGULAR CALLED MEETING (ADMINISTRATION)

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION ON REQUEST FROM ST. ANNE MOTHER OF MARY CHURCH FOR STREET CLOSURES FOR THEIR ANNUAL JAMAICA ON SATURDAY, NOVEMBER 2, 2019 (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION ON REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT TO USE THE JOSE "PEPE" SALINAS CIVIC CENTER, THE PHARR DEVELOPMENT AND RESEARCH CENTER, AND THE PHARR MEMORIAL LIBRARY AS POLLING LOCATIONS FOR THE UPCOMING CONSTITUTIONAL AMENDMENT AND LOCAL ELECTION ON NOVEMBER 5, 2019; PRIMARY ELECTION ON MARCH 3, 2020; PRIMARY RUNOFF ELECTION ON MAY 26, 2020; AND GENERAL ELECTION ON NOVEMBER 3, 2020 (ADMINISTRATION)**
- E) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR POLYMER USAGE FOR THE WATER AND WASTEWATER TREATMENT PLANT (PROJECT #1819-60-584-SP004-011) (PUBLIC UTILITIES)**
- F) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEAL BIDS FOR ALUMINUM SULFATE AND LIQUID AMMONIUM SULFATE FOR THE WATER TREATMENT PLANT (PROJECT #1819-60-582-SP005-011) (PUBLIC UTILITIES)**
- G) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED PROPOSALS FOR THE DOWNTOWN PARK FOUNTAIN SCULPTURE (PROJECT #1819-01-528-C019-206) (ENGINEERING)**
- H) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR JONES BOX PARK PHASE II UTILITY IMPROVEMENTS (PROJECT #1819-01-528-C018-210) (ENGINEERING)**

- I) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR THE JAVELINA DRIVE MONUMENT SIGNS (PROJECT #1819-01-528-C016-206) (ENGINEERING)**
- J) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR THE TIME CAPSULE AT THE DEVELOPMENT AND RESEARCH CENTER (PROJECT #1819-01-528-C017-206) (ENGINEERING)**
- K) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO AMEND THE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR VARIOUS PARKS PROJECTS (ENGINEERING)**
- L) **CONSIDERATION AND ACTION ON RENEWAL OF INTERLOCAL AGREEMENT WITH LRGVDC 9-1-1 AND PHARR POLICE DEPARTMENT FOR USE OF PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES (COMMUNICATIONS)**
- M) **CONSIDERATION AND ACTION ON RENEWAL OF INTERLOCAL AGREEMENT WITH LRGVDC 9-1-1 AND PHARR FIRE DEPARTMENT FOR USE OF PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES (COMMUNICATIONS)**
- N) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. **JOSE ALBERTO HERNANDEZ, D/B/A DOC'S BILLIARDS & SPORTS BAR, 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 THE S150' OF LOTS 17, 18 AND 19, BLOCK 1, SAN PATRICIA ACRES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 917 WEST FERGUSON AVENUE. CUP#130630**
 - 2. **MARTA'S BAR REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS 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 ALL OF LOTS 13-16, AND THE W10' OUT OF LOT 12, BLOCK 32, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 410 WEST STATE STREET, SUITE D. CUP#160737**
 - 3. **SMOKIN' MOON, LLC. REQUESTED CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 1-A AND THE EAST 26.7 FEET OF LOT 1, ALBRAD UNIT NO. 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1617 WEST POLK AVENUE. CUP#180648**

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

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

Resolution No. R-2019-39 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPROVING SETTLEMENT AGREEMENT BETWEEN THE CITY OF PHARR AND THE TEXAS GAS SERVICE COMPANY ("TGS") REGARDING THE COST OF SERVICE ADJUSTMENT ("COSA") TARIFF (ADOPTION ON 1ST READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He explained Texas Gas Service filed for a rate increase on April 30, 2019 pursuant to the Cost of Service Adjustment (COSA) tariff adopted by the Rio Grande Valley Area (RGVSA). He stated Attorney Thomas Brocato, negotiated a settlement of \$2,087,516 on a system-wide basis and of this amount, \$1,921,708 was attributable to the RGVSA incorporated areas. He further recommended approval of the Ordinance and tariffs establishing new rates.

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

Ordinance No. O-2019-26 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2018-33 PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE SECTION 2.02.3 AND SECTION 2.01.4. (ADOPTION ON 1ST READING) (COMMUNICATIONS)

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

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

Ordinance No. O-2019-27 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING PROCEDURES FOR PUBLIC TESTIMONY (1ST READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended approval as per House Bill 2840.

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

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2018-45 PERTAINING TO PUBLIC COMMENTS (1ST READING) (ADMINISTRATION)

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

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

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-32 RENAMING THE PHARR BEAUTIFICATION COMMITTEE TO KEEP PHARR BEAUTIFUL COMMITTEE (2ND READING) (ADMINISTRATION)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2010-33 REGULATING BUSINESS, STORAGE, DISPOSAL, REGISTRATION AND HAULERS FOR TIRES (2ND READING) (PUBLIC WORKS)

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

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

G) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-12 (ANIMAL CONTROL) (2ND READING) (PUBLIC WORKS)

Alex Meade, City Manager, introduced the item and briefly explained this ordinance would set a limit of 3 pets per household and allow residents to apply for a variance and to change the city's contracted animal shelter instead of Palm Valley Animal Center. He further recommended approval.

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

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING MEMBERS TO THE TOLL BRIDGE BOARD (TABLED) (BRIDGE)

Alex Meade, City Manager, introduced the item.

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

Alex Meade, City Manager, recommended Adalberto Campero, Luis Eduardo Flores, Larry Hernandez, Tony Martinez, and Edgar Delgadillo.

Comm. Guajardo **moved** to appoint Adalberto Campero and Luis Eduardo Flores and reappoint Larry Hernandez, Tony Martinez, and Edgar Delgadillo to the Toll Bridge Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-40 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS TO THE SOUTH PHARR OUTREACH LIBRARY BOARD (LIBRARY)

Alex Meade, City Manager, introduced the item and stated current members had expressed their interest in continuing serving on the board.

Comm. Guajardo **moved** to reappoint Nathalie Farias and Nayla Palacios to the South Pharr Outreach Library Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-41 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF COUNTER OFFER FOR EASEMENT LOCATED ON THE 1500 BLOCK OF W. MILITARY HWY. PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Alex Meade, City Manager, introduced the item and stated an initial offer was made to Mr. Benito and Angelita Hernandez for the 15-foot utility easement and 25-foot temporary construction easement in the amount of \$13,494. He further recommended approval.

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

B) DISCUSSION AND POSSIBLE ACTION ON CITY OF PHARR SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2019 (TABLED) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended item to remain tabled.

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE AND DELIVERY CONTRACT FOR TEN (10) 4" GORMAN RUPP PUMP(S) & MOTOR SKID ASSEMBLIES TO THE 2ND LOWEST BIDDER. (PROJECT# 1819-60-586-P020-013) (PUBLIC UTILITIES)

Alex Meade, City Manager, introduced the item and stated staff recommended to award contract to the 2nd lowest bidder Precision Pumps System in the amount of \$68,100.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE OF CHLORINE & CALCIUM HYPO-CHLORITE FOR DPC INDUSTRIES FROM CORPUS CHRISTI, TEXAS (PROJECT# 1819-60-586-SP013-011) (PUBLIC UTILITIES)

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

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH SERVICE AGREEMENT WITH SMARTCOM TELEPHONE, LLC FOR DATA NETWORK CONNECTIVITY TO THE MAIN LIBRARY AND POLICE DEPARTMENTS (PROJECT #1819-01-518-IPQ069-001) (IT)**

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

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

- D) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN PHARR POLICE DEPARTMENT AND THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES (CALEA) FOR PHARR POLICE DEPARTMENT TIER 1 ACCREDITATION (PROJECT #1819-01-512-S033-001) (POLICE)**

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

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE JAVELINA DRIVE MONUMENT SIGNS IN THE AMOUNT OF \$16,000 (PROJECT #1718-01-528-S017-244-002) (ENGINEERING)**

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

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

At this time, Mayor Pro Tem Carrillo, 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 4:16 p.m., Mayor Pro Tem Carrillo 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

Mayor Hernandez entered the meeting at this point of the agenda. The time being 4:22 pm.

The time being 4:22 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 8. LEGAL

A) CONSULTATION AND ACTION, IF ANY, ON 17-CV-00396 AND C-0217-18-G, CABRERA V. CITY OF PHARR (LEGAL)

Alex Meade, City Manager, introduced the item and stated no action would be taken.

B) CONSULTATION AND ACTION, IF ANY, ON 18-CV-00002, MARIN V. CITY OF PHARR (LEGAL)

Alex Meade, City Manager, introduced the item and stated no action would be taken.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:23 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 7th DAY OF AUGUST 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:

**MINUTES
BOARD OF COMMISSIONERS
WORKSHOP SESSION
AUGUST 9, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Workshop Session Meeting on Friday, August 9, 2019 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Pro-Tem Roberto “Bobby” Carrillo
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Itza Flores

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

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 Pro Tem Carrillo called the meeting to order at 9:02 a.m. Roll call established a quorum.

MINUTES: BUDGET WORKSHOP
AUGUST 9, 2019

Comm. Guajardo moved to excuse the absent members. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 2. ADMINISTRATIVE

A) WELCOMING REMARKS BY CITY MANAGER AND/OR MAYOR

Alex Meade, City Manager, welcomed everyone in attendance and briefly went over this year's budget process.

B) DISCUSSION OF PENDING AND/OR PROPOSED CITY PROJECTS, PROGRAMS AND INDIVIDUAL DEPARTMENTAL DIVISIONS, DUTIES, ROLES, STRUCTURE, EVALUATION; DISCUSSION OF THE FISCAL YEAR 2019-2020 THRU FISCAL YEAR 2022-2023 BUDGET FOR ALL CITY GENERALLY AND INCLUDING THE FOLLOWING ENTITIES: TAX INCREMENT REINVESTMENT ZONE (TIRZ); TAX INCREMENT REINVESTMENT ZONE II (TIRZ II); PHARR ECONOMIC DEVELOPMENT CORPORATION II (PEDC); PHARR HOUSING FINANCE CORPORATION (PHFC); PHARR HOUSING FINANCE CORPORATION JACKSON PLACE APTS.; AND PHARR PUBLIC FACILITIES CORPORATION; DISCUSSION ON CAPITAL PURCHASES, CAPITAL IMPROVEMENT PROJECTS, PERSONNEL, AND DEBT

Alex Meade, City Manager, introduced the item and called upon Karla Saavedra, Finance Director, for presentation on the city-wide budget.

Karla Saavedra, Finance Director, gave an overview of the proposed budget FY 2019-2020. She went over the 2019 certified property values and stated fiscal facts for this current FY 2018-2019 including the average increase of in sales tax was 15% and 3% increase in property taxes.

Comm. Chavez entered the meeting at this point of the agenda. The time being 9:14 a.m.

Karla Saavedra, Finance Director, went over the general fund revenues and expenditures and stated the overall budget increase for FY2019-2020 was 6.4% and stated the increase was personnel and benefits, and capital outlay projects. She went over the proposed personnel and the list of capital outlay projects.

Karla Saavedra, Finance Director, went over the utility fund. She stated the average collected was \$13.5 million in water and sewer combined yearly and the proposed utility fund was still subject to water rate study consideration.

Ms. Saavedra gave an overview of the revenues and expenses for the Pharr Events Center and the Tierra Del Sol Golf Course and stated there were no significant changes. She further reported the long-term debt was \$97 million of which \$55 million

MINUTES: BUDGET WORKSHOP
AUGUST 9, 2019

in the last four years was for infrastructure, parks, streets, public safety, and recreation. She mentioned \$19 million would be issued in FY19-20 to complete the 3-year debt financing plan for many city projects.

Karla Saavedra, Finance Director, presented the unfunded projects and stated the estimated cost was \$15.9 million. Ed Wylie, Deputy City Manager went over the projects which include North Canna St., MPO Projects, 5th Year Repaving Program, North Knights/Raiders Drive, North Cypress, South Sugar Road, and North Side Library.

Lastly, Ms. Saavedra reported the total city-wide budget was \$109,353,000 excluding capital projects and stated the proposed budget was balanced.

At this time, Alex Meade, City Manager, called upon Angie Flores from Raftelis for a presentation on the water rate study.

Ms. Flores presented the water rate study. She went over the rate and revenue stability, financial plan at existing rates, bond issuances, commercial and residential bill comparison with other cities, and proposed rate increases.

Discussion ensued on the different scenarios for water rate increases.

3. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM 2

The time being 10:36 a.m., Mayor Pro Tem Carrillo 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.

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

The time being 11:54 a.m., Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

5. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo moved to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Budget Workshop adjourned at 11:54 a.m.

MINUTES: BUDGET WORKSHOP
AUGUST 9, 2019

CITY OF PHARR

ROBERTO "BOBBY" CARRILLO
MAYOR PRO TEM

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

ON THIS THE 9th DAY OF AUGUST 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **BUDGET WORKSHOP** 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 #: 4.B.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action authorizing Pharr Police Department to submit application for the 2020 TxDOT STEP CMV Comprehensive Grant.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police department and TxDOT

What: Application submission for the 2020 CMV STEP Comprehensive grant

When: Enforcement will be from 10/1/2019 to 09/30/202

Where: Pharr, TX

Why: To reduce commercial vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "semi-trailer" or "tractor truck." To increase the public information and education on sharing the road with CMV.

Financial Consideration: Grant is for the amount of 15,058.51. Tx dot will provide \$ 11,998.0 (80% match) and city will match \$ 3,060.51 (20% match)

Staff Recommendation: I recommend approval

Alternatives: Alternative is to not approve application.

ROUTING:

Jose Luengo

Raul Garza

Karla Moya

Created/Initiated - 8/12/2019

Approved - 8/12/2019

Approved - 8/14/2019

Patricia Rigney
City Management Office

Approved - 8/14/2019
Final Approval - 8/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action authorizing Pharr Police Department to submit application for the 2020 TxDOT STEP Comprehensive Grant.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and TxDOT

What: Submit application for the 2020 STEP Comprehensive grant

When: Enforcement will be from 10/01/2019 to 09/30/2020

Where: Pharr, TX

Why: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities and injuries. To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries and fatalities. To increase occupant restraint use in all passenger vehicles and trucks. To reduce the number of speed-related crashes, injuries and fatalities. To reduce intersection-related motor vehicle crashes, injuries and fatalities. To reduce distracted driving motor vehicle crashes, injuries, and fatalities.

Financial Consideration: The grant will be for \$ 15,223.05. TxDOT will cover \$ 11,980.00 (80%) and the city will cover \$ 3,243.05 (20%) match.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve application.

ROUTING:

Jose Luengo

Created/Initiated - 8/12/2019

Raul Garza

Approved - 8/12/2019

Karla Moya

Approved - 8/14/2019

Patricia Rigney

Approved - 8/14/2019

City Management Office

Final Approval - 8/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action authorizing Pharr Police Department to submit application for the 2019 Edward Byrne Memorial Justice Grant.

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: Submit application for the 2019 Edward Byrne memorial Justice Grant. The goal of this project is to purchase four (4) SMART Board 7275 Pro series interactive flat panel with iQ and SMART Meeting Pro for officers training and meetings interactive technology

Where: Pharr Police Department

When: August 19, 2019

Why: JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance Law enforcement programs. The top five identifiers associated with this project are: 1) Communications, 2) Equipment – General, 3) Computer software/hardware, 4) Officer Safety, and 5) Geo-mapping,

Financial Consideration: The grant is for the amount of \$ 14,013.00

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not apply for grant.

ROUTING:

Jose Luengo
Raul Garza

Created/Initiated - 8/14/2019
Approved - 8/14/2019

Karla Moya
City Management Office

Approved - 8/14/2019
Final Approval - 8/16/2019

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation
(CFDA # 16.738)
PROGRAM ABSTRACT 2**

Name: Jose A. Luengo, Chief of Police- City of Pharr Police Department
Title Project: SmartBoard Technology Project
Federal Amount Request: \$14,013
Applying Category: Law Enforcement Program
Proposed Time Line: October 1, 2019 – September 30, 2020

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance Law enforcement programs. The top five identifiers associated with this project are: 1) Communications, 2) Equipment – General, 3) Computer software/hardware, 4) Officer Safety, and 5) Geo-mapping, etc.

Project Goal:

The goal of this project is to purchase four (4) SMART Board 7275 Pro series interactive flat panel with iQ and SMART Meeting Pro for officers training and meetings interactive technology to better catch criminals.

Objectives:

It has been well-documented and highlighted that crime-fighting technologies and innovations are the foundation of law enforcement's capabilities to prevent better, solve, and control border centric crime. Using SMART Board interactive whiteboard system, you can write or draw over the projected computer image in digital ink using a pen tray pen or your finger, and then save these notes to a notebook file or directly into any Ink Aware application.

The proposed stated objectives for the Pharr Police Department are:

- 1) To improve patrol and investigations team meetings, case briefs or class instructions using touch screen Smart Board screen.
- 2) To increase training efficiency and planning a SWAT mission and execution of warrants.
- 3) To expand access to information from the Smart Board in their patrol cars.
- 4) To enable users to install and use in the internet and social media applications (i.e., Skype, iCloud-based applications) for real-time collaboration and logistics during hostage situations or active shooters.
- 5) To increase community functionality, SMART boards would be mounted in several training rooms for interactive communication.

We will place the Smartboard on specialize room, it would be equipped with crucial pads control all audio/visual equipment projectors, providing smooth interfacing between the Smartboard systems. Also, computer inputs, LCD projectors, and recess mounted electric screens were integrated to facilitate discussions or to train better.

Impact Indicators:

The following output/outcome indicators will be notable milestones in quantitatively evaluating the program's effectiveness in due course:

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation
(CFDA # 16.738)
PROGRAM ABSTRACT 2**

- 1) # of SmartBoard TV and projector purchased,
- 2) # of Interactive Team Meeting Conducted, and
- 3) State-of-the-art SMART Board permit users the ability to explore new teaching horizon for case briefings.



PHARR POLICE DEPARTMENT

RESOLUTION OF THE CITY OF PHARR (POLICE DEPARTMENT) TO APPLY, SUBMIT AND RECEIVE A DIRECT AWARD GRANT IN THE AMOUNT OF \$14,013 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FISCAL YEAR (FY) 2019 LOCAL SOLICIATION APPLICATION DUE: AUGUST 23, 2019.

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of city of Pharr that SmartBoard Technology Project be operated for the fiscal year 10-1-19 to 09-30-2020; and

WHEREAS, the US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) has allocate **\$14,013** in grant funds to the City of Pharr Police Department for supporting law enforcement, crime prevention and criminal justice programs; and

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) funds, Pharr Police Department assures that the funds will be returned to the Justice Assistance Grant (JAG) in full.

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

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approve submission of the grant US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) Division.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

APPROVED:

Mayor Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

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

(Resolution no. _____)

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

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Hike & Bike Phase II-Ridge Road Utility Relocation Project. (Project #1819-40-510-C020-301)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

This request is to advertise for bids for the Hike & Bike Phase II-Ridge Road Utility Relocation Project. This project is required as part of the utility adjustments for the proposed Hike & Bike Phase II (Ridge Rd. Tunnel) Project.

Financial Consideration: Engineer's Opinion of Probable Cost \$500,000

Account No. 40-1-1254-06

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for formal sealed bids for the Hike & Bike Phase II-Ridge Road Utility Relocation Project.

Alternatives: None

ROUTING:

Omar Anzaldua

Created/Initiated - 8/14/2019

Omar Anzaldua

Approved - 8/14/2019

Veronica Gutierrez

Approved - 8/15/2019

Karla Moya

Approved - 8/16/2019

City Management Office

Final Approval - 8/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on renewal of Memorandum of Understanding with the Texas Department of Public Safety for certification of commercial vehicle and weight enforcement.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: Who: Pharr Police Department and Texas Department of Public Safety

What: **Commercial Vehicle Enforcement:** DPS and Pharr PD enter into MOU in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection recourses.

Weight Enforcement: In order to maximize the uniform enforcement of statute, the parties enter into this MOU regarding training, approved scale use, annual scale-recalibration, violations report requirements, and mandated annual reporting.

Where: Pharr, TX

When: August 19, 2019.

Why: **Commercial Vehicle:** MOU is needed to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize the delays in schedules incurred by the industry inherent to this type of enforcement activity. Renewal of MOU is required to renew every two years.

Weight Enforcement: MOU establishes parameters for approved agencies to follow seeking to enforce the defined state laws within transportation code 621, subchapter F.

Issue:

Financial Consideration: none at this time.

Staff Recommendation: Staff recommends approval

Alternatives: Alternative is to not renew memorandum

ROUTING:

Jose Luengo

Patricia Rigney

City Management Office

Created/Initiated - 8/12/2019

Approved - 8/15/2019

Final Approval - 8/16/2019

I. PROGRAM COORDINATORS

The parties' program coordinators are responsible for all communications and contacts *required to manage this MOU*. The parties must provide any updates regarding contact information *within 30 calendar days*. The current program coordinators for this MOU are:

Allied Agency:

Asst. Chief Juan F. Gonzalez

Program Coordinator

**1900 S. Cage Blvd
Pharr, TX 78577**

Address

956-467-7407

Voice Phone Number

956-784-7844

Fax Number

juan.gonzalez@pd.pharr-tx.gov

E-mail Address

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Captain Omar Villarreal
Manager

Program Coordinator

MCB, P.O. Box 4087
Austin Texas 78773-0522

Address

(512) 424-2053

Voice Phone Number

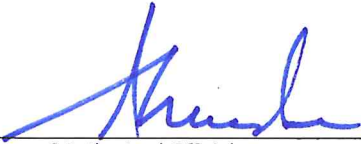
(512) 424-5712

Fax Number

omar.villarreal@dps.texas.gov

E-mail Address

Evidence of Acceptance:



Signature of Authorized Official

City of Pharr

Political Subdivision

Alex Maude

Name

City Manager

Title

8/8/15

Date



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON
JASON K. PULLIAM

Assistant Chief Juan Gonzalez
Pharr Police Department
1900 S. Cage Blvd
Pharr, TX 78577

Re: RENEWAL OF MEMORANDUM OF UNDERSTANDING
Certification of Weight Enforcement Authority

Assistant Chief Gonzalez:

Pursuant to your request, we are sending you the bi-annual renewal Weight Enforcement Memorandum of Understanding (MOU).

Please complete any blanks on the MOU related to your Municipality, have the appropriate authorized person sign the original, and mail the original MOU to me, Attn: CVE Training, 6200 Guadalupe St., Bldg. P, Austin, TX 78752, by August 1, 2019. Your authorized signatory should be the Chief of Police or a higher official. If the contact information requires substantial revision, please FAX the corrections to me at (512) 424-5712, and we will forward a corrected MOU to you.

If you have any questions, you may contact me at (512) 424-2053.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar Villarreal".

Captain Omar Villarreal
Manager, Motor Carrier Bureau

OV/ff

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

-and-

PHARR POLICE DEPARTMENT (Allied Agency)

I. General Agreement

In accordance with Transportation Code § 621.402, DPS has established the following parameters for approved Allied Agencies seeking to enforce the defined state laws within Transportation Code Chapter 621, Subchapter F.

In order to maximize the uniform enforcement of statute, the parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements, and mandated annual reporting.

II. DPS Responsibilities

In order to better implement and maintain the standards in this MOU, DPS will:

1. Train, retrain (as necessary or desirable), test and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints or challenges to the issuing Allied Agency.

DPS may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that Allied Agency's officers are adhering to DPS certification standards.

III. Allied Agency Responsibilities

A. **Certification Training**

Allied Agency must enroll their commissioned, full-time officers in the 40 hour, Basic CVE course conducted at the direction of the DPS Motor Carrier Bureau. A commissioned officer must obtain 80% or better to become certified as a "weight enforcement officer." After initial certification, mandated re-certification training will take place following each legislative session. Weight enforcement officers must obtain 80% or better to maintain certification. DPS will immediately suspend any officer who fails to re-certify and Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

Allied Agency may discontinue agency certification at any time by notifying DPS in writing. If a certified officer separates from an Allied Agency, Allied Agency must notify DPS within ten days.

B. Application of Statute

During the course of duty, an Allied Agency weight enforcement officer must adhere to the “reasonable suspicion” requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight enforcement site is in direct conflict with this mandate.

C. Approved Scales

Allied Agency must purchase and utilize scales from the approved Scale List found at the following URL: <http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf>.

The approved scales must be re-calibrated during each calendar year by a certified scale technician or vendor. All individual scale calibration records must be retained for the current year plus the two previous years and are subject to review during contested judicial proceedings and random DPS audit.

D. Violation Report Requirements

In addition to typical driver and vehicle information and infractions, the following information must be included on all weight enforcement violation reports:

1. US DOT Number / TX DMV Number;
2. State identification / registration identification of units and company unit numbers (license plate numbers for the power units and towed vehicle);
3. Registered weights and the Gross Vehicle Weight Ratings of each vehicle;
4. Axle configuration diagram with corresponding axle distance measurements and the recorded actual weights measured of each axle, tandem axle and tri-axle;
5. Overweight permit number;
6. Load disposition; and
7. Gross weight and group weight.

E. Annual Reporting Requirements

Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to DPS. The report must be directed to the Motor Carrier Bureau in Austin, Texas and must be received by January 31 of each year for the prior year’s enforcement activities. The annual reporting requirements under this Section will survive the termination date of this MOU.

F. Statutory Financial Reporting / Remittance Requirements

Allied Agency must comply with Transportation Code § 621.506(g) and report that data to DPS. This includes: (1) sending the required 50 percent share to the State of Texas’s Comptroller of Public Accounts if the fine meets the statutory criteria; and (2) only imposing the minimum dollar fine unless the vehicle’s weight was determined by a scale given or approved by DPS.

Allied Agency must comply with the reporting and fiscal requirements mandated by this MOU and TRC 621.506. Prior renewal, verification of fiscal standing with the Texas Comptroller of Public Accounts will be conducted.

IV. Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2021 * * ***

To prevent a loss of authority to conduct weight enforcement inspections, please mail, email, or FAX your renewal request to DPS no more than 60 but no less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all weight enforcement activities, until the renewal has been fully executed.

DPS may issue a warning to Allied Agency if Allied Agency fails to comply with MOU requirements in such a way that DPS deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct any compliance issue or comply with the required remittance of assessed fines to the Texas Comptroller's Office may result in the termination of the established MOU and the decertification of Allied Agency.

Allied Agency:

Asst. Chief Juan F. Gonzalez

Program Coordinator

**1900 S. Cage Blvd
Pharr, TX 78577**

Address

956-467-7407

Voice Phone Number

956-784-7844

Fax Number

juan.gonzalez@pd.pharr-tx.gov

E-mail Address

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

**Captain Omar Villarreal
Manager**

Program Coordinator

**MCB, P.O. Box 4087
Austin Texas 78773-0522**

Address

(512) 424-2053

Voice Phone Number

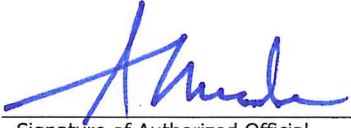
(512) 424-5712

Fax Number

omar.villarreal@dps.texas.gov

E-mail Address

Evidence of Acceptance:



Signature of Authorized Official

City of Pharr

Political Subdivision

Alex Meade

Name

City Manager

Title

8/8/19

Date



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS
COMMISSION

TEXAS DEPARTMENT OF PUBLIC SAFETY

6200 GUADALUPE STREET / PO BOX 4087

AUSTIN, TX 78773-0522

(512) 424-2051

www.dps.state.gov

MOTOR CARRIER BUREAU



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON
JASON K. PULLIAM

ASSISTANT CHIEF JUAN GONZALEZ
PHARR POLICE DEPARTMENT
1900 S. CAGE BLVD
PHARR, TX 78577

Re: **REMINDER** - RENEWAL OF MEMORANDUM OF UNDERSTANDING
Certification of Commercial Vehicle Enforcement Authority

Dear Assistant Chief Gonzalez:

Pursuant to revised regulations issued regarding this certification program, your Municipality is required to renew your Memorandum of Understanding (MOU) every two years. Renewal of your MOU is due on or before August 1, 2019.

If you have any questions, you may contact me at (512) 424-2053, or the Motor Carrier Bureau Attorney, Angela Funk, at (512) 424-2884.

Sincerely,

Captain Omar Villarreal
Manager, Motor Carrier Bureau

OV/ff

Renewal request for the

MEMORANDUM OF UNDERSTANDING

WITH THE PHARR POLICE DEPARTMENT

We have complied with all federal, CVSA, and state requirements, and are current in filing all reports required by the MOU. We request renewal of the MOU, and have provided any necessary corrections to the contact information provided below.

Existing Information

Updated Information:

Pharr Police Department

State Tax ID Number

State Tax ID Number

Assistant Chief Juan Gonzalez

Program Coordinator

Program Coordinator

1900 S. Cage Blvd
Pharr, TX 78577

Address

Address

(956) 467-7404

Voice Phone Number

Voice Phone Number

(956) 784-7844

Fax Number

Fax Number

juan.gonzalez@pd.pharr-tx.gov

E-mail Address

E-mail Address

Based on the last two digits of your Taxpayer Identification, you are scheduled to renew your MOU with the department before **8/1/2019**, and on the same date every **odd** year thereafter.

TO PREVENT LOSS OF AUTHORITY TO CONDUCT CVSA INSPECTIONS, please send this request form to the department thirty to sixty days before your MOU will expire by FAX to (512) 424-5712, or by mail to the Motor Carrier Bureau, Texas Department of Public Safety, P.O. Box 4087, Austin, Texas 78773-0522.

The information reflected above is correct and current. Please send us a renewal MOU.

Signature

Title

Date

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

-and-

PHARR POLICE DEPARTMENT (Allied Agency)

I. GENERAL AGREEMENT

A. Introduction and Statutory Authority

DPS and Allied Agency enter into this Memorandum of Understanding (MOU) in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection resources; to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize delays in schedules incurred by the industry inherent to this type of enforcement activity.

1. Due to the need for a basic delineation of routine responsibilities for the federal, state, county, and municipal agencies, it is agreed:
 - DPS will inspect vehicles operating over public highways and at carrier terminal facilities.
 - Allied Agencies must, as a routine practice, confine inspection activities to vehicles operating over public highways and city streets in their jurisdictions with the exception of municipal police officers certified under Tex. Transp. Code § 644.101. These certified municipal police officers may conduct vehicle inspections at carrier terminal facilities.
2. The Federal Motor Carrier Safety Administration (FMCSA) has imposed timeliness and accuracy standards on DPS regarding interstate and intrastate motor carrier information. DPS, in turn, has established timeliness and accuracy standards for Allied Agencies engaged in the inspection of commercial motor vehicles (CMV).
3. Allied Agencies and their authorized inspection representatives (Program Coordinators) must implement procedures in accordance with the minimum standards in this MOU.
4. In order to advance uniformity in the inspection of CMV and their operators, Allied Agencies must adopt the Commercial Vehicle Safety Alliance's (CVSA) North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria as adopted by DPS under the following:
 - Tex. Transp. Code Ch. 644, located at <http://www.statutes.legis.state.tx.us/>;
 - 37 Tex. Admin. Code Chapter 4, Subchapter B; 37 Tex. Admin. Code Chapter 16, Subchapter A; and 37 Tex. Admin. Code Chapter 21 located at <http://www.sos.texas.gov/tac/index.shtml>; and
 - The most current version of the CMV Enforcement Guidance Documents provided by DPS to the Allied Agencies:
CVSA Levels of Inspection

- Level 1 North American Standard
- Level II Walk-a-round Inspection
- Level III Driver-Only Inspection
- Level IV Special Inspection
- Level V Vehicle-Only Inspection (Terminal)

The State of Texas has an inspection quality agreement with the FMCSA in its Commercial Vehicle Safety Plan. Inspections found to be non-compliant with this policy may be nullified by the DPS Motor Carrier Bureau (MCB) from the carrier's safety profile and from the inspector's certification record by the authority of the Assistant Division Director of the DPS Texas Highway Patrol (THP) or that person's designee.

If amendments to 37 Tex. Admin. Code Chapter 4, Subchapter B require amending this MOU, DPS will do so within a reasonable period of time. The date of any amendment under this paragraph will not affect the renewal date described in Section IV, unless otherwise indicated by DPS.

II. DPS RESPONSIBILITIES

DPS will:

- A. Train, retrain (as necessary or desirable), test, and certify Allied Agency inspectors as per the agreement between DPS and the CVSA.
- B. Approve inspection forms for all inspections conducted in conformance with this MOU.
- C. Approve vehicle and driver out-of-service stickers.
- D. Supply CVSA decals on a cost-recovery basis to Allied Agencies.
- E. Supply software necessary for the data entry of all inspection information, on a cost recovery basis to Allied Agencies.
- F. Supply Allied Agencies with inspection data, upon request.
- G. Forward challenges of data in inspections or crash reports to Allied Agencies for their inspections.
- H. Conduct random in-person observation of inspections conducted by Allied Agency in order to ensure Allied Agency's inspectors maintain practical proficiency in the program.

III. ALLIED AGENCY RESPONSIBILITIES

A. Certification Testing

Allied Agency must:

1. Enroll its commissioned, full-time officers who have not met the minimum certification requirements for enforcement of Tex. Transp. Code Ch. 644 in training programs required by 37 Tex. Admin. Code § 4.13(b) prior to using these officers as inspectors for commercial vehicle enforcement. Allied Agency must reimburse DPS for costs associated with any training provided by DPS under 37 Tex. Admin. Code § 4.13(b)(5).

2. Implement a program to ensure its officers perform the required number of inspections annually, as specified in 37 Tex. Admin. Code § 4.13(c), and successfully complete the required annual certification training to maintain certification. To further program goals and achieve the highest quality in inspections, Allied Agency must ensure its officers conduct more than the minimum number of inspections required annually to maintain certification and that inspections are evenly distributed throughout the year to maintain enforcement continuity.
3. Immediately suspend from performing CVSA enforcement and inspections, any officer who fails to maintain certification or who fails to perform the required number of inspections following CVSA's North American Standard Uniform Inspection Procedures and the North American Standard Out-of-Service Criteria guidelines.
4. Send a representative to the annual MCSAP meeting held by DPS to ensure familiarity with all updated policies and procedures.

B. Policies and Guidelines

Allied Agency must:

1. Conduct inspections only by using CVSA-certified officers.
2. Only conduct inspections on-duty. No inspections may be performed at any time for the specific purpose of benefitting a carrier's safety profile whether on-site or off-site (such as a roadside or at an inspection facility). Compensation for inspections of any kind by other entities (including carriers and carrier employees) is prohibited.
3. Not use inspection as a pretext to search commercial vehicles.
4. Ensure traffic stops performed on a commercial vehicle are made by either a CVSA certified inspector or by a peace officer using probable cause or reasonable suspicion guidelines. An absence of these requisites will be cause for inspection report invalidation and a program participation review.
5. Use the most current forms approved by DPS during the inspection process. Forms and software may not be altered without the prior, written approval of DPS.
6. Ensure that CVSA-certified inspectors have adequate tools and resources to conduct queries into motor carrier registration and operating authority while conducting roadside inspections.
7. Perform Level I, IV, and V inspections requiring undercarriage inspection and brake measurements utilizing an inspection pit or with a referring officer for safety.
8. Perform only Level V terminal inspections on motor coaches for certification purposes except for unusual circumstances (such as post-crash investigations). All other inspections must be conducted roadside. Level I, II, IV and V motor coach inspections must only be performed by Passenger Vehicle Inspection certified inspectors.
9. Forward inspection data electronically to DPS within ten calendar days following the date of inspection for processing and final compliance using the most recent version of reporting software.

10. Forward crash reports involving commercial motor vehicles to Texas Department of Transportation (TxDOT) no later than ten calendar days after the date of the crash investigation.
11. Allow DPS to conduct random in-person observation of inspections conducted by Allied Agency in order to ensure that Allied Agency's inspectors maintain practical proficiency in the program.
12. Not use its certification to enforce federal safety regulations as a primary method to generate program revenue through enforcement penalties, or to enhance criminal interdiction activities.
13. Not allow officers certified to enforce federal safety regulations to participate in secondary employment activities that present a conflict of interest related to their commercial vehicle enforcement duties. This prohibition includes Allied Agency officers trained by DPS that are no longer assigned to commercial vehicle enforcement units but remain employed by the Allied Agency.
14. Require all defects disclosed during the inspection process to be corrected.
15. Adopt the Recommended Out-of-Service Criteria and other defect repair verification procedures as developed by CVSA.
16. Honor CVSA inspection decals affixed to those vehicles by all authorized agencies. CVSA decals will be affixed to vehicles which pass the Level I or V CVSA inspection with no disqualifying violations under the North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria.
17. Maintain the official copy of all reports of inspections conducted by its CVSA certified inspectors for the current calendar year, plus two additional years. The official copy may be in paper or retrievable electronic form, and it must bear the signature of the commercial motor vehicles driver involved in the inspection. A copy must be provided to DPS upon DPS's request.
18. Conduct mock inspections and safety presentations as requested by the carrier and as approved by supervisors. Allied Agency may conduct safety presentations that include a mock (walk-around) inspection, but no documented inspection may be performed as part of a walk-around or safety presentation.
19. Note circumstances in the inspection report when more than two citations are issued during an inspection. An important aspect of the MCSAP is consistency in the inspection process and uniform enforcement. While it is recognized that uniform enforcement may include the issuance of a citation by the inspecting officer, it is also recognized that there may be exceptional occasions when the issuance of multiple citations may be warranted.
20. Document all violations (citations and warnings) discovered on the inspection report as violations, including violations of local ordinances. All CMV contacts must be recorded on the inspection report.
21. Investigate and determine whether a correction to data needs to be made when data in an inspection or crash report is challenged. Allied Agency must notify the motor carrier and DPS in writing of the results of the investigation within ten calendar days. If a correction is necessary, the Allied Agency must make the correction and forward the corrected reports

to DPS immediately. Retaliatory actions against motor carriers who file data challenges are strictly prohibited

22. Must notify DPS in writing ten calendar days any time an officer's certification status changes (is certified, suspended, or decertified for different types of inspections, or transfers out of the CVSA inspection program). A cumulative list of officers whose status has changed must be sent to DPS by January 31 of each year.
23. Must comply with the annual fiscal requirements mandated by TRC 644.102 in reporting the total amount of fines collected, actual enforcement program expenses and the remittance of mandated funds to the Texas Comptroller of Public Accounts.

IV. TERMINATION OF CERTIFICATION

***** UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2021.*****

A. Renewal of this MOU

To prevent a loss of authority to conduct CVSA inspections, please mail or FAX your renewal request to the Department no more than 60 nor less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all CVSA inspections, until the renewal has been fully executed.

B. Decertification

1. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to demonstrate practical proficiency in the program during random in-person observations by DPS, or by audits of inspections submitted.
2. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for using the certification as a primary method of generating program revenue or enhancing criminal interdiction activities.
3. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, if officers to engage in secondary employment activities that present a conflict of interest with their commercial vehicle enforcement duties.
4. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to comply with the provisions of the MOU, training, officer certification, or data-sharing requirements, including the requirement that Allied Agency reimburse DPS for training expenses and the requirement that Allied Agency forward information and respond to requests in a timely manner, or any other provisions of 37 Tex. Admin. Code §§ 4.13 and 4.14. Reimbursement can be made by check or money order, payable to the Department of Public Safety of the State of Texas.
5. DPS may decertify Allied Agency for failure to comply with the annual fiscal requirements mandated by Tex. Transp. Code § 644.102. Allied Agency must properly report fines collected, actual expenses, and the amount of remittance sent to the State of Texas's Comptroller of Public Accounts.

C. Termination of Certification

1. Termination of certification, whether by decertification, request of Allied Agency, or by failure to renew, will result in the inability of Allied Agency, to retain expenses for any enforcement actions taken after the effective date of the termination of certification. All reporting requirements, including the list of officers suspended and no longer certified which is normally due by January 31 of each year, inspection data reports, and crash reports must be provided to DPS immediately upon discontinuation in the certification program.
2. Allied Agency may discontinue certification at any time by notifying DPS Program Coordinator in writing.
3. The CVSA and Federal Motor Carrier Safety Administration require officers to complete a minimum number of inspections annually in order for officers to renew their certifications. The purpose of this requirement is to ensure officers achieve and maintain practical proficiency in inspecting commercial motor vehicles. Therefore, DPS will decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to report any inspections to DPS within a six month period or for failure to evenly space the required number of inspections throughout the year.
4. Any Termination of Certification terminates Allied Agency's authority to enforce federal safety regulations under Texas Transp. Code Ch. 644, and Allied Agency's eligibility for reimbursement of expenses from penalties assessed. DPS will notify the program coordinator for Allied Agency and the Comptroller of Public Accounts in writing of any Termination of Certification.
5. DPS may issue a warning to Allied Agency if Allied Agency fails to conduct any inspections within a three month period. DPS may also issue a warning if Allied Agency fails to comply with MOU requirements in such a way that DPS deems the quality or timeliness of inspection data could be compromised, or certified officers would fail to maintain practical proficiency in the program. Failure to correct the compliance issues within three months, or such other period as DPS may specify, can result in termination of the MOU and decertification of Allied Agency.

V. PROGRAM COORDINATORS

The parties' program coordinators are responsible for all communications and contacts *required to manage this MOU*. The parties must provide any updates regarding contact information *within 30 calendar days*. The current program coordinators for this MOU are:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 2019

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on a Memorandum of Understanding between the City of Pharr, Texas and the Government of the State of Zacatecas through the Secretary of CAMPO-Zacatecas, Mexico.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Memorandum of Understanding (MOU) between the City of Pharr, Texas and the Government of the State of Zacatecas through the Secretary of CAMPO-Zacatecas, Mexico.

Financial Consideration: N/A

Staff Recommendation: Authorization to enter in to a Memorandum of Understanding with the Government of the State of Zacatecas. This will formalize a bilateral relationship to promote growth and expand economic opportunities in both cities, through joint initiatives in trade, investment, innovation and knowledge transfer.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 8/12/2019

Luis Bazan

Approved - 8/14/2019

Patricia Rigney

Approved - 8/15/2019

Karla Moya

Approved - 8/15/2019

City Management Office

Final Approval - 8/16/2019



MEMORANDUM OF UNDERSTANDING (MOU) TO ESTABLISH A GLOBAL CITIES ECONOMIC PARTNERSHIP

BETWEEN THE CITY OF PHARR, TEXAS AND THE GOVERNMENT OF THE STATE OF ZACATECAS THROUGH THE SECRETARY OF CAMPO - ZACATECAS, MEXICO

The City of Pharr, represented by the Mayor of the the City of Pharr, Texas, Ambrosio “Amos” Hernandez, and the Governement of the State of Zacatecas through the Secretary of CAMPO - Zacatecas, Lic. Adolfo Bonilla Gómez, herein known as “The Parties” have decided to establish the “Global Cities Economic Partnership Pharr-Zacatecas.”

ARTICLE 1 OBJECTIVE

The objective of “The Parties” is to formalize a bilateral relationship to promote growth and expand economic opportunities in both Cities, through joint initiatives in trade, investment, innovation and knowledge transfer. “The Parties” will conduct these initiatives to increase business opportunities and strengthen the cultural, historic and economic ties between the Cities.

“The Parties” will develop and implement joint or coordinated initiatives by agreement and in accordance with their respective federal and local laws and budgetary capacity.

ARTICLE 2 AREAS OF COOPERATION

“The Parties” are committed to pursuing joint initiatives in the following areas:

1. ECONOMIC DEVELOPMENT

1.1 Promote business and government agreements in order to encourage investments into the strategic sectors of the economy agreed upon by both Cities.



1.2 Carry out reciprocal trade missions between “The Parties” within the first year of the signing of the MOU, to facilitate the establishment of agreements between industry associations and companies in pertinent strategic sectors.

1.3 Promote sports, tourism, commercial and cultural exchange in full observance of the international and national regulations in order to diversify local markets and to contribute to the trade of goods and services.

1.4 Collaborate with companies and organizations of both Cities to support projects in areas of mutual interest.

1.5 Lobby for fair and flexible trade through the proposed modernization of USMCA to define and resolve technical barriers, such as equal hours of operation between the U.S. and Mexico, to expediate the flow of commercial trade.

1.6 The strategic sectors are:

Goods Industries: Aerospace, Agriculture, Automotive, Construction and Infrastructure, Food Manufacturing, General Manufacturing, Machinery and Equipment, Mining, Renewable Energy.

Services Industries: Creative Industries, Entrepreneurship and Innovation, Freight, Logistics and Distribution, Software and Information Technology, Professional/Scientific/Technical Services, Sports and Entertainment, Tourism and Culture.

2. EXPORTS

2.1 Foster two-way trade in goods and services.

2.2 Engage small and midsize firms in key sectors that are actively exploring exporting to and investing in both Cities and explore what connections can be made to further those efforts.

2.3 Guide and support investors and entrepreneurs to expand commercial imports and exports to both Cities.



3. FOREIGN DIRECT INVESTMENT

3.1 Support companies that may be interested in exploring expansion or additional investment in both Cities.

3.2 Provide support to facilitate direct investment coming from both Cities, complying with current rules, regulations and ordinances.

3.3 Identify opportunities to streamline procedures for investors coming from both Cities.

4. KNOWLEDGE TRANSFER IN INNOVATION, RESEARCH AND EDUCATION

4.1 Share, reciprocal knowledge and highly specialized technology to promote the growth of priority sectors and the development of an innovative economy.

ARTICLE 3 IMPLEMENTATION

“The Parties” will develop and update an Annual Operating Program to fulfill the commitments of this MOU, including precise objectives and activities to be executed, such as:

- a) Specific and technical characteristics of the collaboration and joint initiatives.
- b) A timeline with specific deadlines and accountable officials.
- c) When appropriate, the assignment of human and financial resources, generally and for specific initiatives.
- d) Key performance indicators and agreed upon metrics to track and showcase results.

ARTICLE 4

TERM

This MOU takes effect on the date of signature and remains in effect for three years. The term may be extended by written mutual agreement of “The Parties.”



ARTICLE 5 MODIFICATION AND TERMINATION

This MOU and its terms may be modified while in effect only by a writing signed by both Parties and specifying the effective date of the modification(s).

This MOU may be terminated by either Party with or without cause by 30-day advanced written notice to the other Party, without prejudice to ongoing collaborations that may have been established while the agreement was in effect.

This MOU is not intended to create a legally binding or enforceable contract, and shall not entitle either Party to legal remedies against the other. Neither Party has or will have the authority to act on behalf of the other, and neither Party may make representations to the contrary.

Signed in Zacatecas, Zacatecas, on Friday, August 23rd, 2019

Honorable

Honorable

Ambrosio "Amos" Hernández

Lic. Adolfo Bonilla Gómez

Mayor of the City of Pharr, Texas

Secretario del Campo
Gobierno del Estado de Zacatecas

TESTIGOS

Honorable

Lic. Liborio Alberto Flores Mendoza



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: August 12, 2019

MEETING DATE: August 19, 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 - 8/12/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.1.

DATE SUBMITTED: August 13, 2019

MEETING DATE: August 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: LEM Group, LLC., d/b/a The Bridge Bar & Grill, 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 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 508 West IH-2, Suite 13. **CUP#150747**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: LEM Group, LLC., d/b/a The Bridge Bar & Grill, 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).

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) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 8/13/2019
Approved - 8/13/2019
Approved - 8/13/2019
Final Approval - 8/13/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 19, 2019

Conditional Use Permit **Renewal** for ABC –

The Bridge Bar and Grill

Background:

LEM Group, LLC/Alma Leila Tueme and Mauricio David Duran, d/b/a The Bridge Bar & Grill, 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 4th renewal for The Bridge Bar and Grill.

The property is located at 508 West IH-2, Suite 13. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC_The Bridge Bar & Grill_2015



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 19, 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#150747 (THE BRIDGE BAR & GRILL)
--

GENERAL INFORMATION:

APPLICANT: LEM Group, LLC., d/b/a The Bridge Bar & Grill, 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 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 508 West IH-2, Suite 13.

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

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

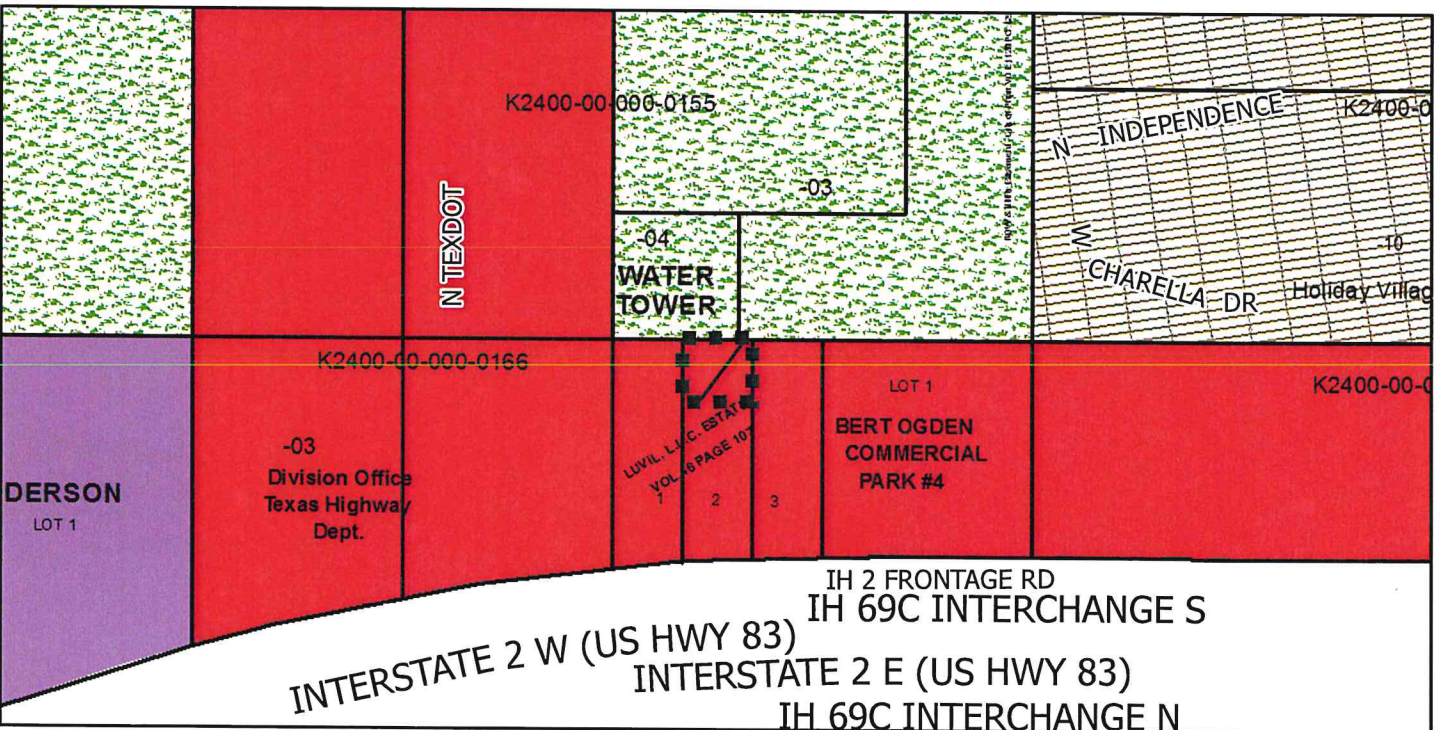
Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit 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.

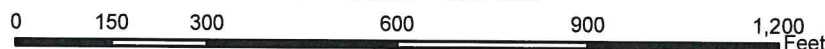
Conditional Use Permit Renewal
.006 Ac of Lot 2 Luvill LLC Subdivision
The Bridge Bar and Grill/ LEM Group LLC



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 ID | |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.2.

DATE SUBMITTED: August 13, 2019

MEETING DATE: August 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). The property is legally described as being a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 East Hall Acres Road. **CUP#160628**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). **CUP#160628**

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 Planned Unit Development District (PUD) subject to the site being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano

Created/Initiated - 8/13/2019
Approved - 8/13/2019
Approved - 8/13/2019

City Management Office

Final Approval - 8/13/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 19, 2019

Conditional Use Permit **Renewal** for ABC –

Tierra del Sol Golf Club

Background:

City of Pharr, d/b/a Tierra del Sol Golf Club, 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 Tierra del Sol Golf Club.

The property is located at 700 East Hall Acres Road. It is zoned Planned Unit Development District (PUD) 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 Departments requirements.

P:\Admin\CUPs\ABC\ABC_TIERRA DEL SOL GOLF CLUB_CITY OF PHARR_2016

MEMORANDUM

DATE: MONDAY, AUGUST 19, 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#160628 (TIERRA DEL SOL GOLF CLUB)
--

GENERAL INFORMATION:

APPLICANT: City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD).

LEGAL DESCRIPTION: The property is legally described as being a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 700 East Hall Acres Road.

ZONING: The property is currently zoned Planned Unit Development District (PUD). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the north, Planned Unit Development District (PUD) to north, south, east and west, Mobile Home Residential District (R-TH) west, and city limits lie to the east. The area is generally designated for single-family residential, manufactured homes, parks and public/semi-public use in the Land Use Plan.

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.

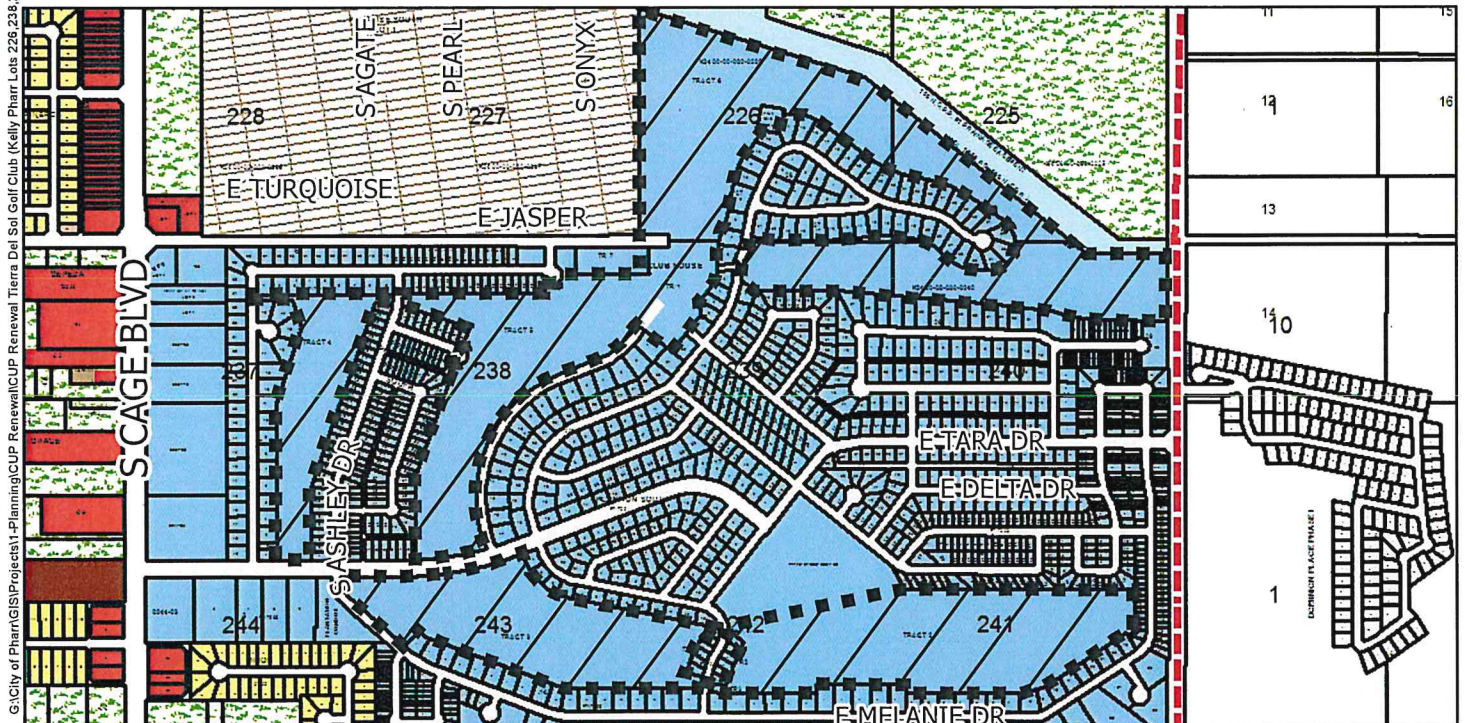
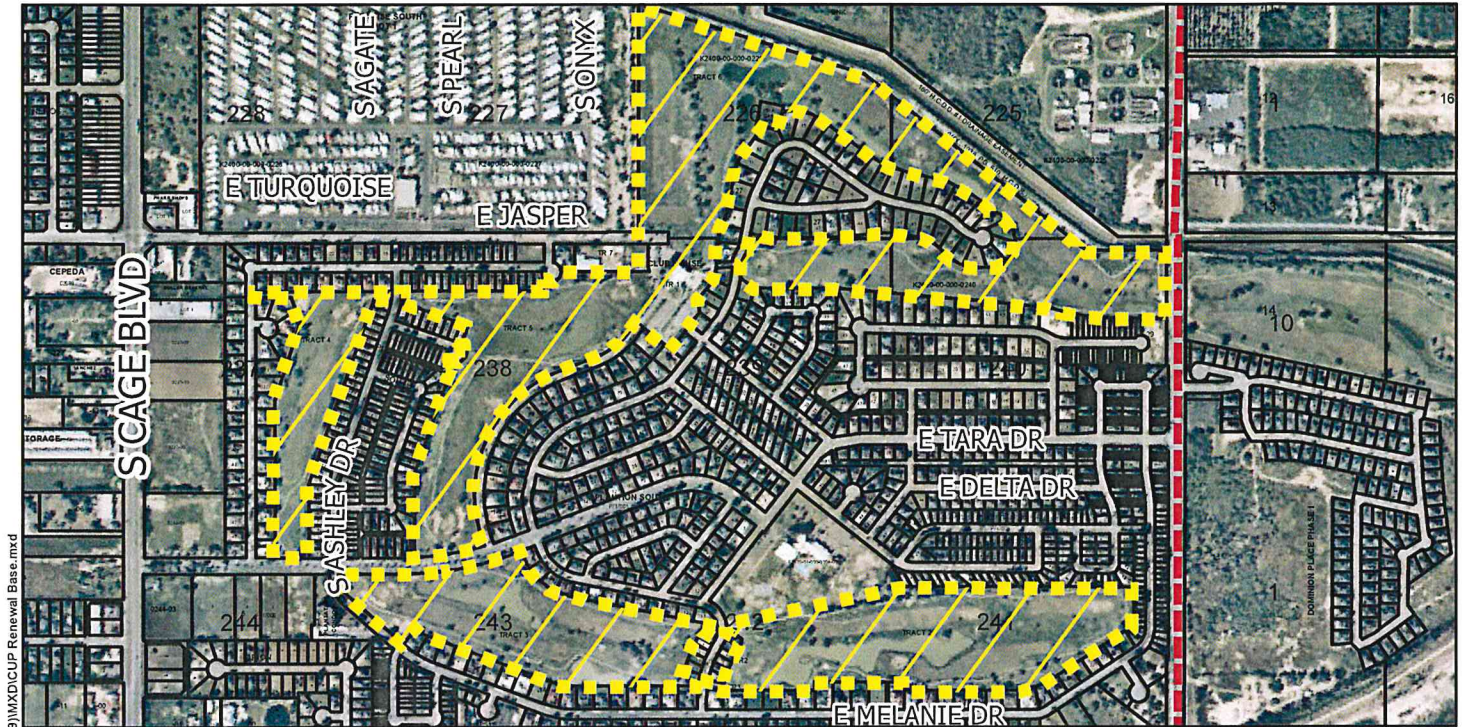
PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
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 Planned Unit Development District (PUD) subject to the site being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
139.37 Ac of Lots 226, 238, and 239 and all
land comprising of the Golf Course
City of Pharr d/b/a Tierra del Sol Golf Club



City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 1,000 feet



Date: 6/13/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.3.

DATE SUBMITTED: August 13, 2019

MEETING DATE: August 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#170740**

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 site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 8/13/2019
Approved - 8/13/2019
Approved - 8/13/2019
Final Approval - 8/16/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 19, 2019

Conditional Use Permit **Renewal** for ABC –

Mario Alberto Torres
d/b/a On the Grill Restaurant

Background:

On the Grill Restaurant, 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 On the Grill Restaurant.

The property is located at 1201 South Jackson Road, Suite 7. 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-On the Grill Restaurant_MTorres_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 19, 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#170740 (MARIO ALBERTO TORRES D/B/A ON THE GRILL RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 7.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and east and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

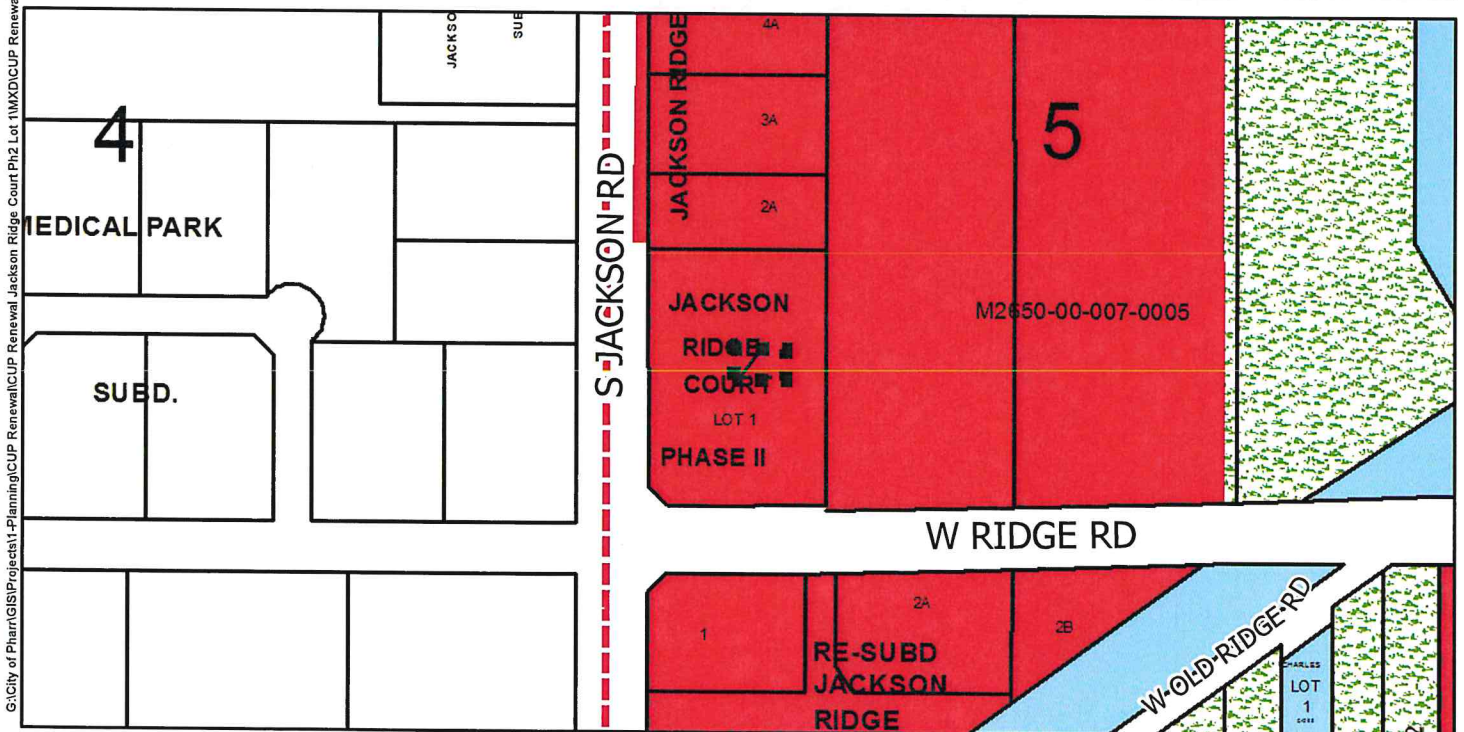
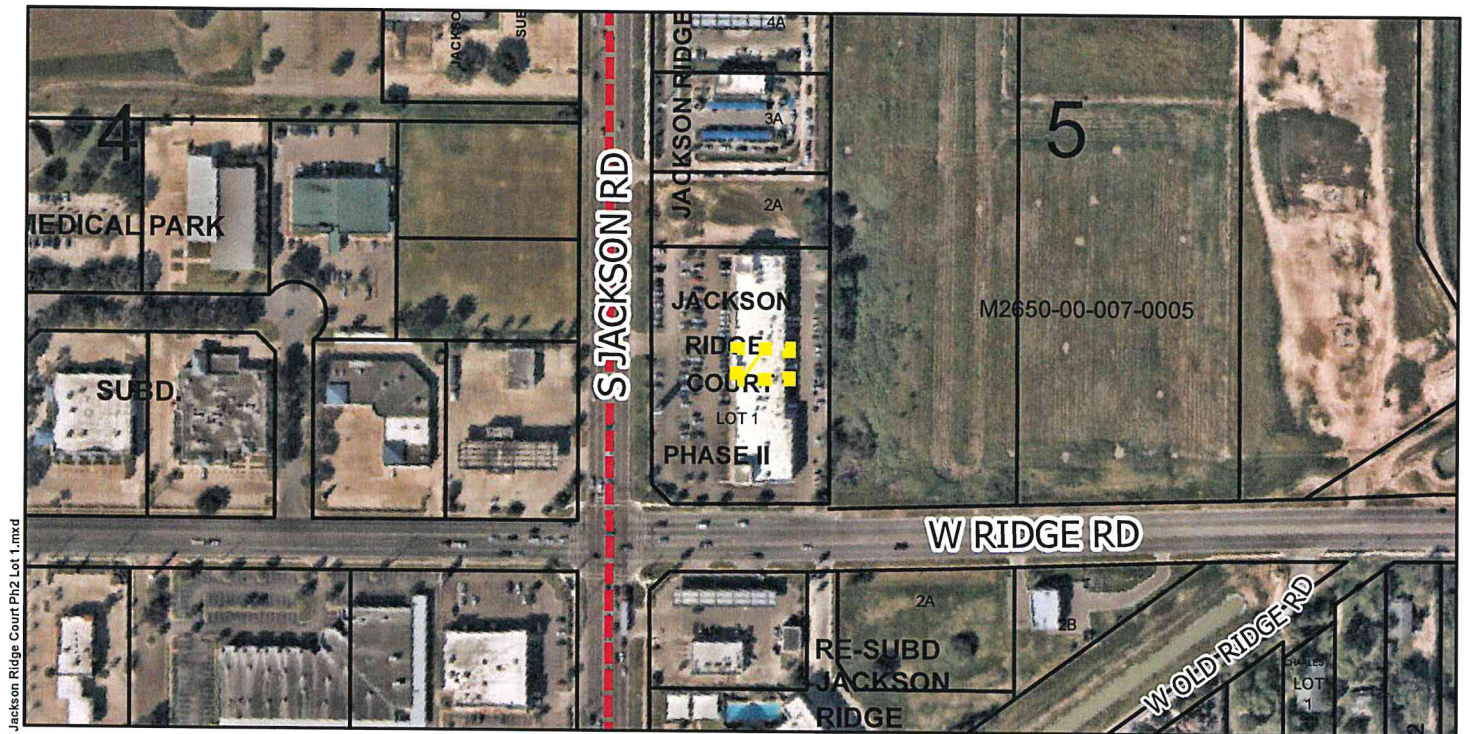
PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

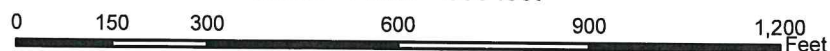
Conditional Use Permit Renewal
Jackson Ridge Court Ph2 Lot 1
On the Grill Restaurant/ Mario Alberto Torres



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.4.

DATE SUBMITTED: August 13, 2019

MEETING DATE: August 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: R & R Capital Investment Group LLC 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 Residential-Multi-Family High Density District (R-MFHD). The property is legally described as being a 0.28-acre tract of land, out of the N5 acres of the S15 acres out of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3401 North Sugar Road. **COZ#190748**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: R & R Capital Investment Group LLC 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 Residential-Multi-Family High Density District (R-MFHD). **COZ#190748**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Residential-Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 8/13/2019
Approved - 8/13/2019
Approved - 8/13/2019
Final Approval - 8/16/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: August 19, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190748

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: July 9, 2019

1. Applicant: R & R Capital Investment Group LLC, owners.

2. Requested Action: Re-zoning request from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High-Density District (R-MFHD).

3. Nature / Intent of Request: In order to develop the required detention area necessary for the future multi-family development adjacent to said property.

4. Routing to Staff:

A. Melanie Cano, Director



Initials

8/13/19

Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations



Initials

8-13-19

Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

8/12/19

Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, AUGUST 19, 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 Residential Multi-Family High-Density District (R-MFHD): Being a 0.28-acre tract of land, out of the N5 acres of the S15 acres out of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3401 North Sugar 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:

R & R Capital Investment Group LLC, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Residential-Multi-Family High Density District (R-MFHD) in order to develop the required detention area necessary for the future multi-family development adjacent to said property.

The subject site is located west side of North Sugar Road with a physical address of 3401 North Sugar Road. The property consists of one tract of land legally described as being a 0.28-acre tract of land, out of the N5 acres of the S15 acres out of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property is currently zoned Agricultural and/or Open Space District (A-O). The properties to the north and south are zoned Agricultural and/or Open Space District (A-O). On June 04, 2018, the property to the east was zoned Medium Density Multi-Family Residential District (R-3) and the property to the west was zoned to Single-Family Residential District (R-1) on April 20, 2004. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family residential use in the Land Use Plan.

The Residential-Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This zone allows medium to high density developments, and should be located where additional requirements for street, water and fire protection, wastewater, drainage, and adequate open space are met. Residential-Multi-Family High Density District (R-MFHD) uses should not run traffic over long distance of single-family residential sized street, or through single-family neighborhoods, and should be located close to arterials or collectors capable of carrying the additional traffic. Multifamily developments are not a buffer between single-family and commercial uses and should be properly buffered from non-residential land uses in traffic, or from pollution and/or environmental hazards.

Nineteen (19) 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 Residential-Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Residential-Multi-Family High Density District (R-MFHD) 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

R & R Capital Investment Group LLC, owners.

APPLICANT

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

CURRENT ZONE

3401 North Sugar Road

ADDRESS

Residential-Multi-Family High Density District (R-MFHD)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements and is compatible with the surrounding properties.

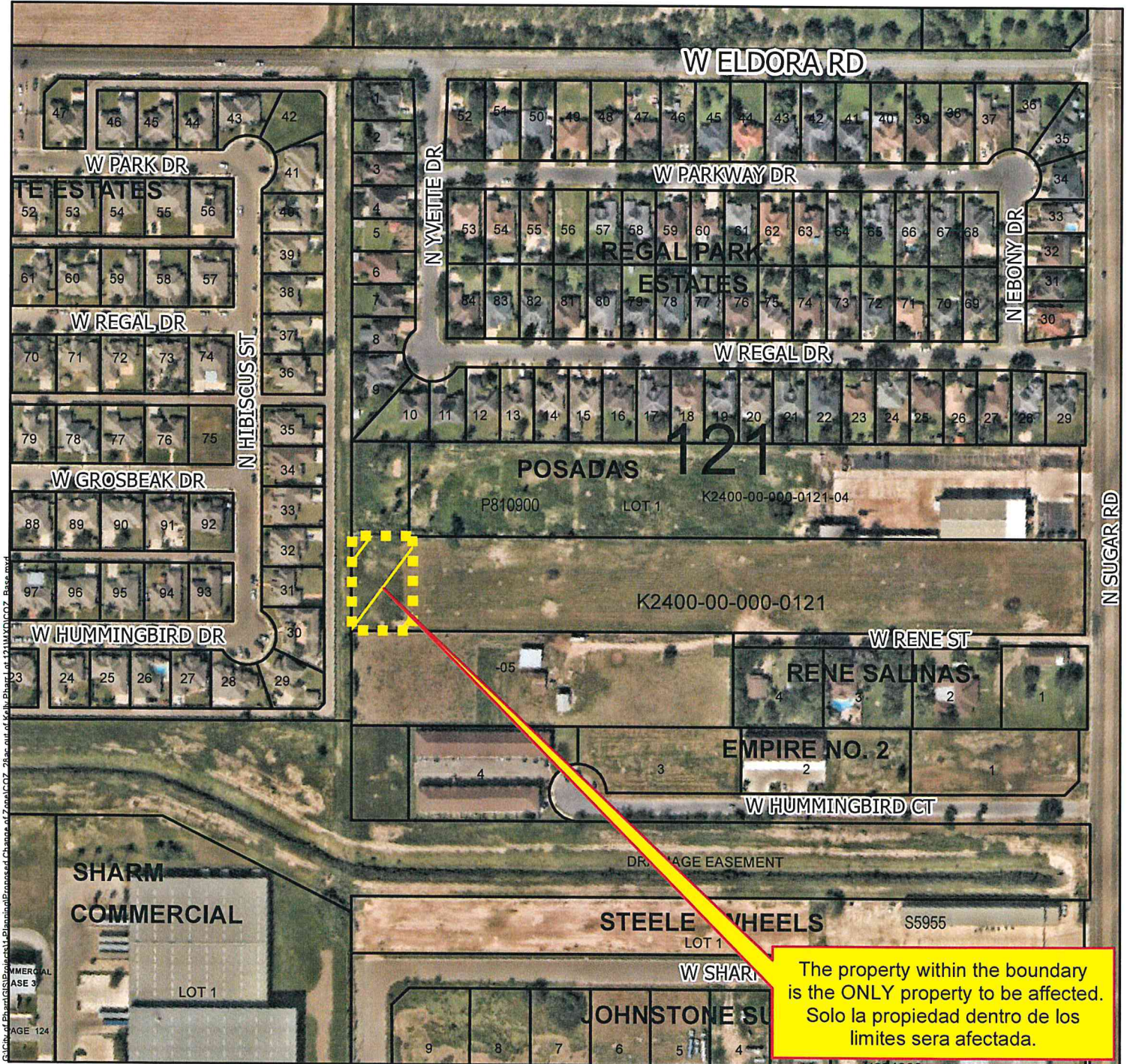
Della Robles, Planner I

PREPARED BY

July 26, 2019

DATE

Proposed Change of Zone
0.28ac out of North 5ac of the South 15ac
of Kelly Pharr Lot 121
Rosana Riojas



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

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

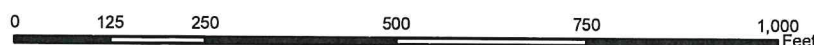
All information displayed on this map is subject
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responsible for maintaining the information.
This map is intended for general information only.



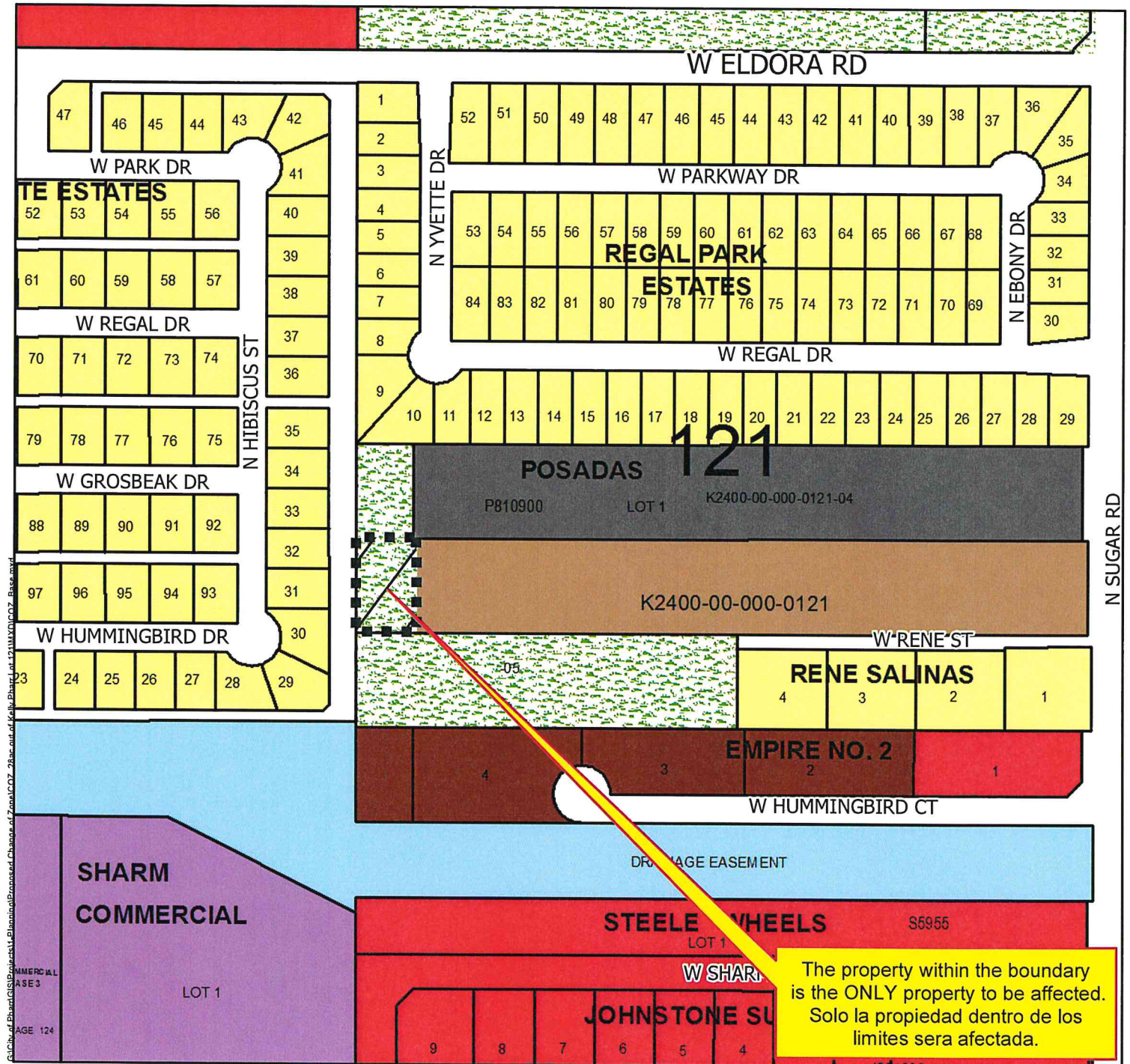
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 7/15/2019

Scale: 1 inch = 250 feet



Proposed Change of Zone
0.28ac out of North 5ac of the South 15ac
of Kelly Pharr Lot 121
Rosana Riojas



- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W.
- Government Owned
- General Business
- Business District
- Drainage Easement

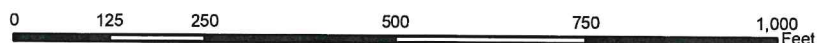
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD

- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

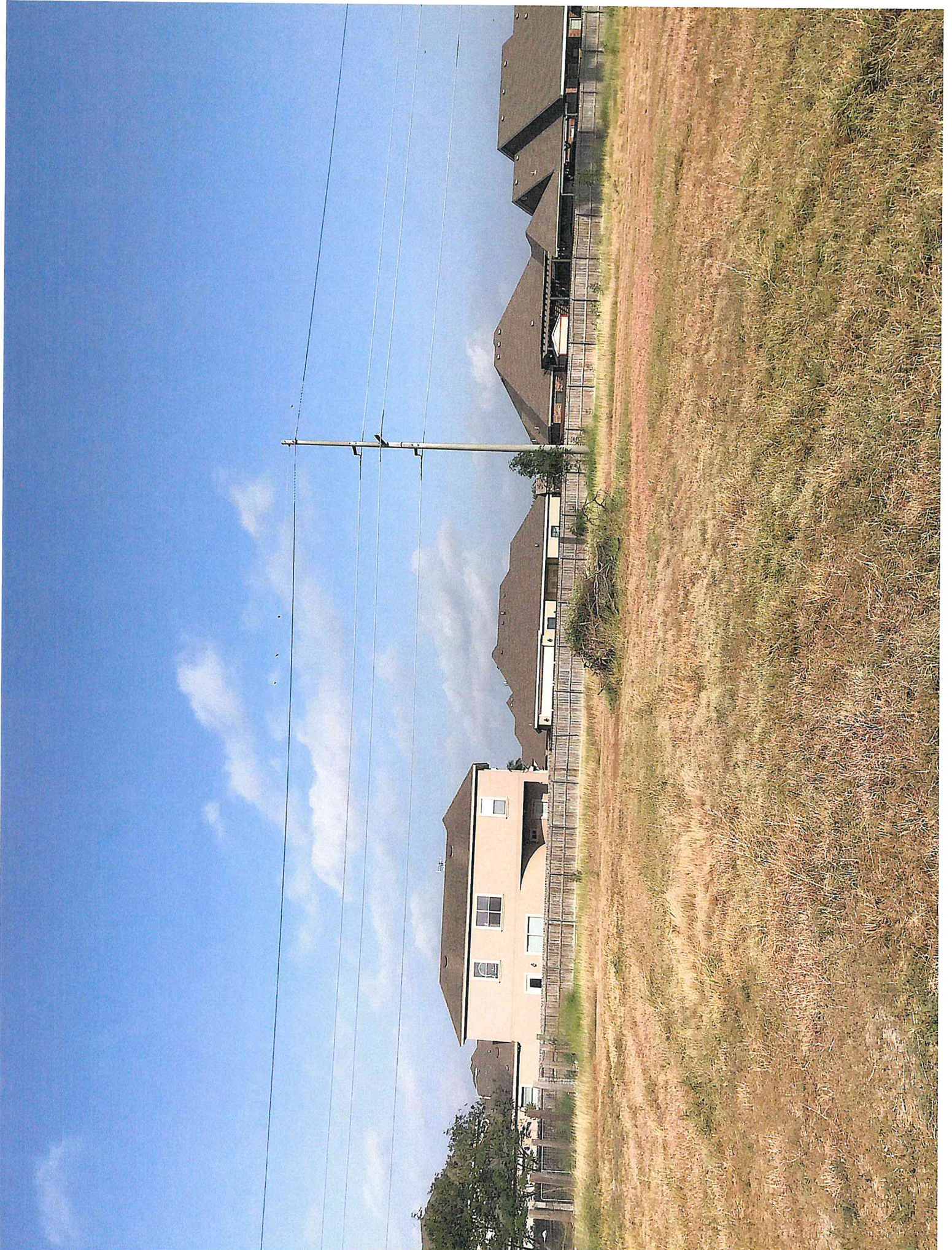
Date: 7/15/2019

Scale: 1 inch = 250 feet



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.5.

DATE SUBMITTED: August 13, 2019

MEETING DATE: August 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Del Carmen Alvarez has filed the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to a Neighborhood Commercial District (N-C). The property is legally described as being all of Lot 2, Block 1, save and except a 0.02-acre tract of land out of the Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 217 West Sam Houston Avenue. **COZ#190751**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Maria Del Carmen Alvarez has filed the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to a Neighborhood Commercial District (N-C). **COZ#190751**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 8/13/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 8/13/2019
Approved - 8/13/2019
Final Approval - 8/16/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: August 19, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190751

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: July 18, 2019

1. Applicant: Maria Del Carmen Alvarez, owner.
2. Requested Action: Re-zoning request from Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C).
3. Nature / Intent of Request: In order to have the opportunity to combine said property with the property immediately to the west and sell as neighborhood commercial.

4. Routing to Staff:

A. Melanie Cano, Director

MC
Initials

8/13/19
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

BS
Initials

8-13-19
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

8/12/19
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial

MEMORANDUM

DATE: MONDAY, AUGUST 19, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C): Being all of Lot 2, Block 1, save and except a 0.02-acre tract of land out of The Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 217 West Sam Houston Avenue.
--

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:

Maria Del Carmen Alvarez, owner, has filed the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C) in order to have the opportunity to combine the property with the property immediately to the west and sell as neighborhood commercial.

The subject site is located south side of West Sam Houston Avenue with a physical address of 217 West Sam Houston Avenue. The property consists of one tract of land legally described as being all of Lot 2, Block 1217 West Sam Houston Avenue, save and except a 0.02-acre tract of land out of The Van Williams Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Sam Houston Avenue, 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 Single-Family Residential District (R-1). The property as well as the surrounding properties to the east and south were zoned to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the current Zoning Ordinance used today. The property to the west was re-zoned to Neighborhood Commercial District (N-C) on August 02, 2010. On May 15, 2007, the property to the north was re-zoned to General Business District (C). 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 Neighborhood Commercial District is established as a limited retail category intended for use near neighborhood areas for the purpose of supplying day-to-day retail needs of the residents in the area. The city will not zone for NC usage in advance unless asked to do so by the property owner. This district could therefore, be considered a "floating zone". Since the site is typically small, and surrounded by residential type land uses, this zoning would have the appearance of a spot zone. It is not an illegal spot zone, however, if it is called for in the comprehensive plan, or if it serves a need in the neighborhood.

Twenty-two (22) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received two (2) telephone calls; one (1) for information only and one in favor of the item.

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Maria Del Carmen Alvarez, owner.

APPLICANT

Single-Family Residential District (R-1)

CURRENT ZONE

217 West Sam Houston Avenue

ADDRESS

Neighborhood Commercial District (N-C)

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

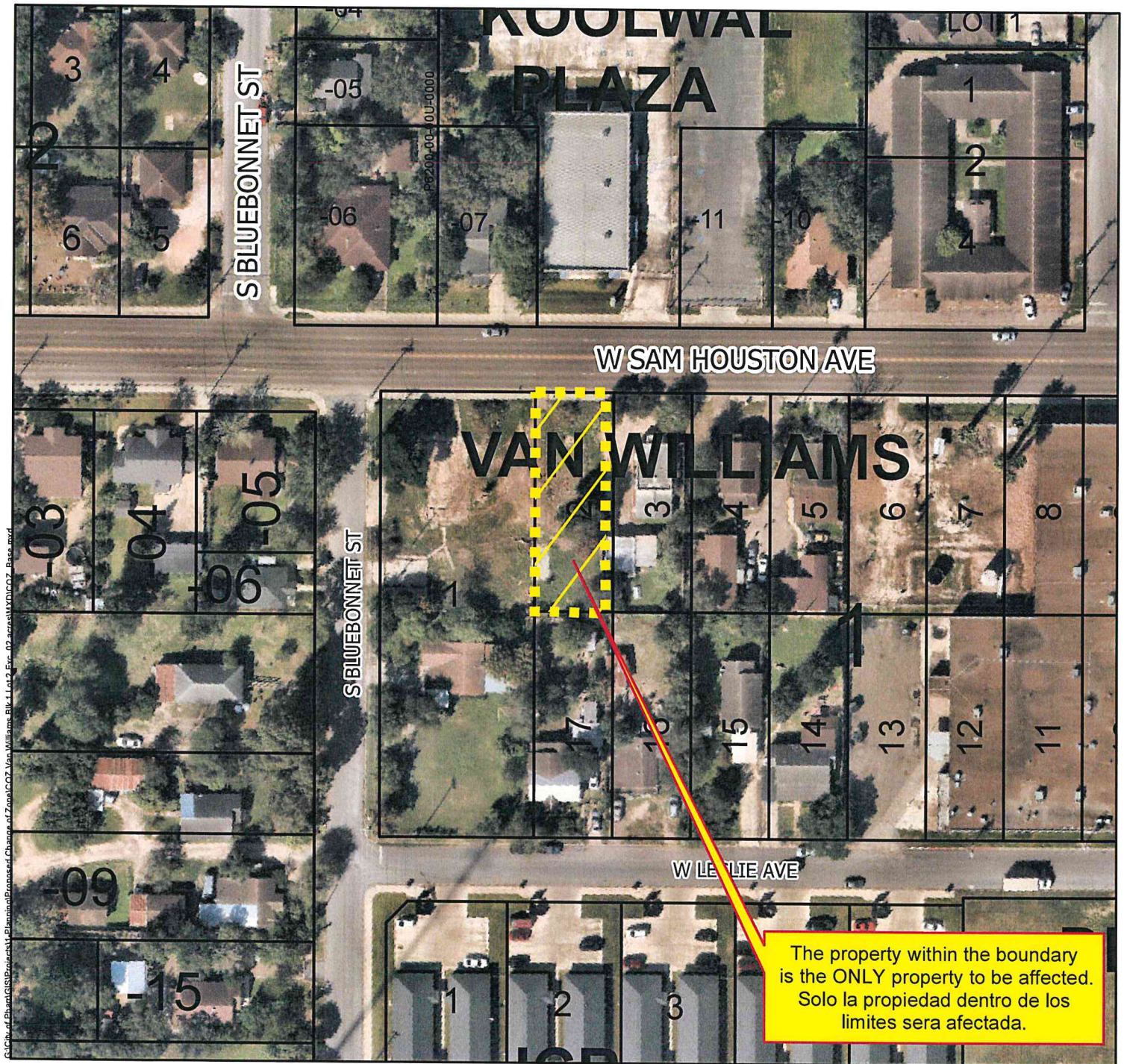
The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

Della Robles, Planner I

PREPARED BY

July 31, 2019

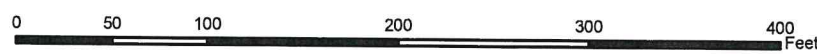
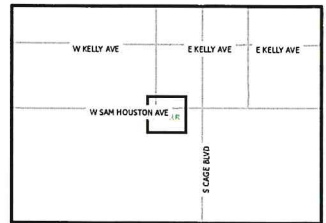
DATE



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

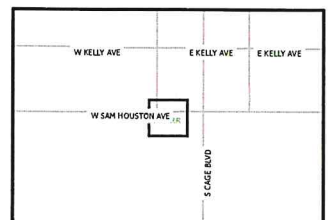
- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail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

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154.00

VACANT PROPOSED NC

SAM HOUSTON

55.00





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: August 16, 2019

MEETING DATE: August 19, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item:

Consideration and action, if any, on Ordinance calling a bond election to be held in the city of Pharr, Texas; making provision for the conduct of an election; and resolving other matters incident and related to such election, including authorizing the execution of any necessary engagement agreements with the city's bond counsel.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is wishing to issue general obligation bonds to cover the amount not to exceed 20 million dollars for public purposes such as designating, acquiring, constructing, renovating, improving, upgrading, updating, and equipping drainage and flood control improvements and facilities at various locations within the City of Pharr.

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 8/16/2019

Approved - 8/16/2019

Final Approval - 8/16/2019

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF PHARR, TEXAS; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION, INCLUDING AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE CITY'S BOND COUNSEL

* * * * *

WHEREAS, the City Commission (the *Commission*) of the CITY OF PHARR, TEXAS (the *City*), located in Hidalgo County, Texas (the *County*), hereby finds and determines that an election should be held to determine whether the Commission shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the Elections Administrator (the *Administrator*) of the County to conduct all aspects of the Election; and

WHEREAS, the Election will be held jointly with other political subdivisions (such other political subdivisions, collectively, the *Participants*) for whom the County is also conducting their elections, as provided pursuant to the provisions of one or more joint election agreements or contracts among the City, the County, and the Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code, or other applicable law, pursuant to which the County will conduct all aspects of the Election on the City's behalf;

WHEREAS, the Commission hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Commission hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the CITY OF PHARR, TEXAS on the 5th day of November, 2019 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Ordinance*), for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION A

“Shall the City Commission of the City of Pharr, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$20,000,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, renovating, improving, upgrading, updating, and equipping drainage and flood control improvements and facilities at various locations within the City, the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and any utility relocation or street repairs incidental thereto, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Commission, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Commission of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit A to this Ordinance (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or the designee thereof, in coordination with the Administrator, or the designee thereof, as necessary or desirable, will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the Administrator, the City, and the Participants to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

The County participates in the Countywide Polling Place Program under Section 43.007, as amended, Texas Election Code, meaning that any City voter can vote in the Election at any polling place identified in Exhibit A.

C. The main early voting location is designated in Exhibit B to this Ordinance (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Administrator, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the City to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4. The City shall also utilize a Central Counting Station (the *Station*) as provided by Section 127.001, et seq., Texas Election Code, as amended. The Administrator, or the designee thereof, is hereby appointed as the Manager and Presiding Judge of the Station and may appoint Station clerks and establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code, as amended. The Commission hereby appoints the Administrator, or the designee thereof, as the Tabulation Supervisor and the Administrator, or the designee thereof, as the Programmer for the Station. Lastly, the Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code, as amended.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF NOT TO EXCEED \$20,000,000 OF CITY OF PHARR,
TEXAS GENERAL OBLIGATION BONDS FOR DRAINAGE AND FLOOD
CONTROL IMPROVEMENTS, AND THE LEVYING OF A TAX IN
PAYMENT THEREOF”

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the District’s internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of its fiscal year beginning October 1, 2018, had outstanding an aggregate principal amount of debt equal to \$78,648,785; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$31,093,216; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.0819 per \$100 of taxable assessed valuation. The City estimates an ad valorem debt service tax rate of \$0.1319 per \$100 of taxable assessed valuation if the bonds that are subject of the Election are approved and are issued (taking into account the outstanding City bonds and bonds that are the subject of this Election, but not future bond authorizations of the City). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated tax rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on any City ad valorem tax rate or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Commission authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements with the County, acting by and through the Administrator, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Commission, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Commission to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the Commission. To the extent needed or desirable, the Administrator is hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The City authorizes the City Manager and/or City Attorney to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the Bond Counsel to the City.

SECTION 11. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Commission.

SECTION 12. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 13. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 14. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 16. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * * *

PASSED AND APPROVED on the 19th day of August, 2019.

CITY OF PHARR, TEXAS

Ambrosio Hernandez
Mayor

ATTEST:

Hilda Pedraza
City Clerk

(CITY SEAL)

[Signature Page to City of Pharr, Texas Ordinance Calling a Bond Election]

Exhibit A

ELECTION DAY PRECINCTS AND POLLING PLACES

Election Day: Tuesday, November 5, 2019

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judges and Alternates: to be identified by the Administrator.

TENTATIVE

City Precinct	County Precinct	Polling Locations
----------------------	------------------------	--------------------------

1

Hidalgo County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified above.

[The remainder of this page intentionally left blank.]

Exhibit B

EARLY VOTING

Early voting begins Monday, October 21, 2019 and ends on Friday, November 1, 2019.

Early Voting Clerk: Yvonne Ramon, 101 South 10th Avenue, Edinburg, Texas 78539

Presiding Judge of the Early Voting Ballot Board: to be identified by the Administrator.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

Main Early Voting Polling Place, Dates, and Times

TENTATIVE

Dates

Times

Branch Early Voting Polling Places, Dates, and Times

TENTATIVE

Early Voting by Mail

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on Friday, October 25, 2019. Applications should be sent to:

Yvonne Ramon
101 South 10th Avenue
Edinburg, Texas 78539
fax: (956) 393-2039
email: elections@co.hidalgo.tx.us

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 8, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance establishing procedures for public testimony. *(2nd and Final Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/8/2019
Approved - 8/8/2019
Final Approval - 8/13/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS; TO INCLUDE PROCEDURES FOR PUBLIC TESTIMONY; DECORUM AND ORDER OF PERSONS PRESENT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the 2019 Texas Legislature passed H.B. 2840, right to speak at open meetings, allowing members of the public to address the governing body regarding an item on an agenda; and

WHEREAS, the City hereby acts to immediately pass an ordinance enacting the right of a member of the public to address the governing body of the City at an open meeting regarding an agenda item either before or during the body's consideration of an item; and

WHEREAS, H.B. 2840 allows a governmental body to adopt reasonable rules regarding the public's right to address the body, including rules that limit the total amount of time that a member of the public may address the body on a given item; and

WHEREAS, the City of Pharr hereby adopts reasonable rules to ensure the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues.

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

SECTION 1: DEFINITIONS; PUBLIC TESTIMONY

- a) ***"Governmental or Governing body"*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.
- b) ***Public Testimony; Sign-in Requirement; Time Limit.*** This Section does not apply to advisory boards of the city. A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to

another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

- c) If an agenda item is tabled during a meeting, a member of the public who has previously spoken regarding this item may not register to speak again on the tabled item at any subsequent meetings.

SECTION 2: PROCEDURES.

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no properly registered person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure. So long as the registered speaker arrived before closing the public testimony period.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) No person, either individually or in a representative capacity, shall address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section and if properly registered as prescribed in Section 1 above.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give their name and address in an audible tone of voice for the record, state the subject they wish to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a

member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or public testimony has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: ORDER AND DECORUM.

- (a) ***Board members.*** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) ***Employees.*** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) ***Persons addressing the board.*** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that constitutes defamation, true threats, fighting words, obscenities, defamation (including libel and slander), blackmail, solicitation to commit crimes, or that may impede, incite, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits,

displays, and other visual aids as they may relate to the subject of the presentation.

- (d) ***Members of the audience; Search.*** All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.
- (e) ***The Presiding Officer*** shall reserve the right to impose reasonable rules and modify rules regarding the public's participation, including procedures, order, and decorum.

SECTION 4. DISTURBANCE ABATEMENT.

- (a) ***Warning.*** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) ***Removal.*** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioner's meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) ***Necessitating removal.*** It shall be unlawful for any person at a meeting of the governing body to resist removal by the sergeant-at-arms.
- (d) ***Motions to enforce.*** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the

affirmative vote of a majority of the governing body shall require him to do so.

- (e) ***Adjournment.*** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber but only in the areas designated by the City.

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: ENFORCEMENT; PUNISHMENT; PENALTIES.

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) 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.

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 9: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this

resolution shall remain in full force and effect, unimpaired hereby.

SECTION 10: 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, and other guidelines as directed.

SECTION 11: 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.

SECTION 12: EFFECTIVE DATE; PUBLICATION.

The fact that the new bill is effective September 1, 2019 creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: August 8, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2018-45 pertaining to public comments. *(2nd and Final Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/8/2019
Approved - 8/8/2019
Final Approval - 8/13/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE O-2018-45 OF THE CITY OF PHARR, TEXAS; INCLUDING PROCEDURES FOR PLACEMENT OF ITEMS ON THE OFFICIAL AGENDA OF MEETINGS OF THE CITY OF PHARR; PROHIBITING DISCLOSURE OF DISCUSSION BY ANY OFFICIAL OR PERSON PRESENT DURING CLOSED SESSIONS; DECLARING SUCH DISCLOSURE TO BE A VIOLATION OF CHARTER AS WELL AS A CRIMINAL ACT RESULTING IN PENALTIES, FINES, OTHER PUNISHMENT; DECORUM AND ORDER OF PERSONS PRESENT; SEARCH OF PERSONS AND POSSESSIONS; PUBLIC HEARING POLICY; PUBLIC COMMENTS; PLACEMENT OF AGENDA ITEMS AND RECONSIDERATION OF ITEMS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; 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; and

WHEREAS, the City of Pharr has become what it is today as a result of the exchange of ideas of those interested in the development and growth of the city; and

WHEREAS, the governing body may hold meetings that are open to the public and viewed by many interested in the on-goings of Pharr city business; and

WHEREAS, the governing body may desire that any and all public discourse be limited to issues listed on the official, legally posted agenda; and

WHEREAS, the business of the City of Pharr should be conducted with respect, dignity, and accountability; and

WHEREAS, the City of Pharr acts to immediately impose procedures for the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues; and

WHEREAS, the City of Pharr expects that its elected and other officials protect, defend, and further the interests of the City of Pharr; and

WHEREAS, the City of Pharr elected and other officials should be held to a standard of the utmost loyalty in faithfully carrying out the duties of the office each holds.

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

SECTION 1: DEFINITIONS; OPEN MEETINGS; PUBLIC HEARINGS.

- a) **"Governmental or Governing body"** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.
- (b) Meetings of the governing body are public meetings unless excepted in accordance with applicable state laws or this ordinance. All matters included herein will further the public's health, safety, and welfare.
- (c) **Public Hearings; Those Affected; Public Hearing Sign-in Requirement.** If a public hearing is listed on a legally posted agenda, a person or entity that received notice from the city on a pending item for consideration, a person that may be positively or adversely affected physically, by use or damage to property, or to any other legally recognizable interest, may be allowed to address the governing body during the public hearing portion of the meeting following registration with the presiding city clerk and prior to the scheduled meeting. A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding 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.
- (d) **Public Participation; Public Comments; Sign-in Requirement; Time Limit; Limitation on Speakers.** This section only applies to the Pharr Board of Commissioners. After each regularly scheduled meeting of the board of commissioners has adjourned or at such other time as may be designated by the city commission from time to time, a number less than a quorum of commissioners shall be available to the general public for a maximum of 15 minutes after adjournment for public comments with any individual desiring to speak having a limit of 1.5 minutes. The City shall not include public participation during a special called meeting or a workshop session. Persons desiring to speak during public comments shall sign in with the city clerk not earlier than 12:00 p.m. on the day of the scheduled meeting. A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed 1.5 minutes as a whole. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak. A sign-in form for public

comments shall be promulgated by the city clerk and be made available at the city clerk's office. The 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. Only the person who signed up to speak will be allowed in the room designated for public comment. No cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices will be allowed in the room.

SECTION 2: PROCEDURES.

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no properly registered person shall be denied an opportunity to address the governing body on a public hearing item on the day for which the item is scheduled because of a variance to the order of procedure.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) No person, either individually or in a representative capacity, shall address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give their name and address in an audible tone of voice for the record, state the subject they wish to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a

member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or a public hearing has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: ORDER AND DECORUM.

- (a) ***Board members.*** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) ***Employees.*** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) ***Persons addressing the board.*** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that constitutes defamation, true threats, fighting words, obscenities, defamation (including libel and slander), blackmail, solicitation to commit crimes, or that may impede, incite, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body.

- (d) ***Members of the audience; Search.*** All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.
- (e) ***The Presiding Officer*** shall reserve the right to impose reasonable rules and modify rules regarding the public's participation, including procedures, order, and decorum.

SECTION 4. DISTURBANCE ABATEMENT.

- (a) ***Warning.*** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) ***Removal.*** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioner's meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) ***Necessitating removal.*** It shall be unlawful for any person at a meeting of the governing body to resist removal by the sergeant-at-arms.
- (d) ***Motions to enforce.*** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.

- (e) **Adjournment.** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber but only in the areas designated by the City.

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: PLACEMENT OF ITEMS ON THE OFFICIAL MEETING AGENDA.

(a) Any elected or appointed official shall be prohibited from placing any item for the purposes of discussion or to be acted upon if the subject matter may result in either an unbudgeted expenditure of funds, or interference with a pending investigation or other legal matter.

(b) Matters that have been voted on the governing body shall not be placed on the agenda for reconsideration within six (6) months, unless a member of the governing body on the prevailing side, or a member of the governing body appointed or elected to the governing body since the matter was considered, makes a written request to the reconsider the matter in question.

SECTION 9: CLOSED SESSION DELIBERATIONS.

It shall be unlawful for any person present during a closed session meeting of the governing body to disclose the matters discussed or any information received during the closed session to a non-privy third party unless otherwise ordered by a court of law.

Violation of this provision by an elected or appointed official shall be deemed a failure to faithfully execute the duties of office under Article X, Section 4 of the Pharr City Charter. Violation of this provision may also result in the maximum fine allowed by law as well as other relief at law or equity allowed by law for violation and enforcement of Ordinances.

SECTION 10: ENFORCEMENT; PUNISHMENT; PENALTIES.

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) 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.

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 11: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 12: 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, and other guidelines as directed.

SECTION 13: 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.

SECTION 14: EFFECTIVE DATE; PUBLICATION.

The fact that new H.B. 2840 is effective September 1, 2019 creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: August 8, 2019

MEETING DATE: August 19, 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. *(3rd and Final 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 - 8/8/2019
Approved - 8/8/2019
Final Approval - 8/13/2019

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 #: 5.E.

DATE SUBMITTED: August 8, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

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. *(3rd and Final 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:

Hilda Pedraza
Ricardo Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/8/2019
Approved - 8/9/2019
Approved - 8/12/2019
Final Approval - 8/13/2019

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 #: 5.F.

DATE SUBMITTED: August 8, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). *(3rd and Final 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:

Hilda Pedraza	Created/Initiated - 8/8/2019
Ricardo Pedraza	Approved - 8/9/2019
Patricia Rigney	Approved - 8/12/2019
City Management Office	Final Approval - 8/13/2019

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. 1. Definitions.**
- Sec. 2. Cats and dogs; license and vaccination required; fees; fee exemptions and discounts.**
- Sec. 3. Unvaccinated dogs or cats are a nuisance.**
- Sec. 4. Unlawful to harbor, feed or care for animals on city property. Unlawful to raise, keep, pen or harbor domesticated animals in city limits. Prohibiting wild animals in city limits. City's presence on private property.**

- Sec. 5. Animal Permit Application and fees.**
- Sec. 6. Sale of pets; pet shop permit required; prohibitions; application; fees; inspections; requirements; revocation; exceptions.**
- Sec. 7. Animal Shelter.**
- Sec. 8. Dogs running at large (leash law).**
- Sec. 9. Tethering and confinement**
- Sec. 10. Barking dogs.**
- Sec. 11. Vicious animal declaration.**
- Sec. 12. Vicious animal declaration --notice and order.**
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- Sec. 15. Violations --impoundment of animals.**
- Sec. 16. Impoundment for destruction.**
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- Sec. 19. Cruelty to animals prohibited.**
- Sec. 20. Pets riding in vehicles.**
- Sec. 21. Quarantined Method and Testing**
- Sec. 22. Enforcement.**
- Sec. 23. Penalty for violation.**
- Sec. 24. Savings Clause.**
- Sec. 25. Severability Clause.**
- Sec. 26. Effective Date; Publication.**
- Sec. 27. Proper Notice and Meeting.**

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. VIOIOUS 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. VIOIOUS 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 #: 5.G.

DATE SUBMITTED: August 16, 2019

MEETING DATE: August 19, 2019

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution approving the continued receipt of bingo prize fee funds in accordance with House Bill 914.

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:

Imelda Barrera
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/16/2019
Approved - 8/16/2019
Approved - 8/16/2019
Final Approval - 8/16/2019

RESOLUTION NO. 2019- _____

**RESOLUTION OF THE CITY OF PHARR APPROVING
THE CONTINUED RECEIPT OF BINGO PRIZE FEE
FUNDS IN ACCORDANCE WITH HOUSE BILL 914;
FINDING THAT THE MEETING AT WHICH THIS
RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS
REQUIRED BY LAW.**

WHEREAS, the City of Pharr currently receives a share of Bingo Prize Fees collected from charitable bingo activity that occurs in the City of Pharr; and

WHEREAS, the City of Pharr was entitled to receive a share of a bingo prize fee as of January 1, 2019; and

WHEREAS, pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after January 1, 2020, the City of Pharr must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission by November 1, 2019; and

WHEREAS, beginning January 1, 2020, licensed organizations conducting bingo in the local jurisdiction will be responsible for sending the City of Pharr 50% of the prize fees they collect on a quarterly basis; and

WHEREAS, the City of Pharr desires to continue receiving a share of the bingo prize fees;

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

The City of Pharr approves the continued receipt of the share of bingo prize fee funds by a majority vote; and will notify the Texas Lottery Commission before November 1, 2019; and will notify each licensed authorized organization within the City's jurisdiction of the continued imposition of the fee.

CONSIDERED, PASSED and APPROVED this ____ of _____, 2019, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED on this the ____ day of _____, 2019.

CITY OF PHARR, TEXAS

By: _____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza
City Clerk

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



Texas Lottery Commission

Commissioners:

J. Winston Krause, Chairman
Mark A. Franz • Robert Rivera

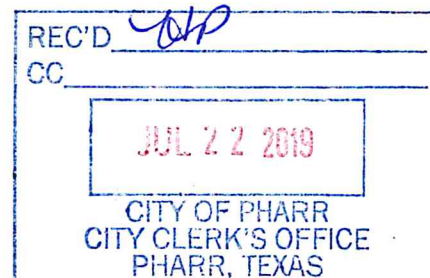


Michael P. Farrell
Director

July 17, 2019

Mayor Ambrosio Hernandez
City of Pharr
PO Box 1729
Pharr, TX 78577-1729

Dear Mayor Hernandez:



The Texas Lottery Commission (TLC), Charitable Bingo Operations Division, is providing this notification because your county and/or municipality currently receives a share of the prize fees collected on charitable bingo activity that occurs in its jurisdiction.

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after Jan. 1, 2020, your county and/or municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by Nov. 1, 2019. If no eligible local governments vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.¹

Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the TLC, which in turn remits a *pro rata* share of the funds to local governments at the end of each fiscal year. Your county and/or municipality receives a share of the bingo prize fees because it elected to do so prior to Sept. 1, 1993.

Effective Jan. 1, 2020, H.B. 914 includes another change regarding the collection and remittance of prize fees. Local governments will no longer receive their bingo prize fee payments from the TLC at the end of the fiscal year; instead, the licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.

The most immediate matter for your attention is that your local government will only continue to receive a share of the bingo prize fees collected after Jan. 1, 2020 if it meets the requirements set forth in HB 914 that require your governing body to:

- (1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and**
- (2) notify the TLC of that decision no later than Nov. 1, 2019; and**
- (3) notify each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee.**

¹ For the full text of H.B. 914, see <https://legiscan.com/TX/text/HB914/id/2027641>

BINGO CITY ELECTION/TAX INFORMATION

NAME: PHARR

CODE: 108127

ID NUMBER: 17460018751

LEGAL STATUS: NOT LEGAL - NO ELECTION

TAX STATUS: TAXES

***** LEGAL DATE HISTORY *****

***** TAX DATE HISTORY *****

PASS DATE FAIL DATE PROHIBIT DATE

EFFECTIVE DATE RESCIND DATE

05/01/84

PRIMARY COUNTY NAME: HIDALGO

PRIMARY COUNTY CODE: 108

PRIMARY COUNTY TAX STATUS: TAXES

SECONDARY COUNTIES:

PF1 - NEXT CITY

PF2 - PREVIOUS CITY

PF3 - PRIMARY COUNTY

ALT

»

0 1,2

TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE

This form serves as the required notice to the Texas Lottery Commission (Commission) that a county or municipality has fulfilled two of the requirements of House Bill 914, 86th Texas Legislature (H.B. 914) that are necessary for that county or municipality to continue to receive a share of bingo prize fees after January 1, 2020. Specifically, Section 11 of H.B. 914 provides:

- “(a) a county or municipality may receive a portion of the prize fee...only if:
- (1) The county or municipality was entitled to receive a portion of a bingo prize fee as of January 1, 2019; and
 - (2) The governing body of the county or municipality:
 - (A) by majority vote of the members of the governing body approves the continued receipt of funds under that section and notifies the Texas Lottery Commission of that decision not later than November 1, 2019; and
 - (B) notifies each licensed authorized organization within the county’s or municipality’s jurisdiction, as applicable, of the continued imposition of the fee.”

Your county/municipality should consult with an attorney if you have any questions about complying with the provisions of H.B. 914.

This form is only an attestation that certain requirements set forth in H.B. 914 have been fulfilled.

Accordingly, the undersigned county or municipal representative hereby swears and affirms that:

- (1) the county or municipality was entitled to receive a share of a bingo prize fee as of January 1, 2019; and
- (2) the governing body of the county or municipality approved the continued receipt of the share of bingo prize fee funds by a majority vote.

Name of County or Municipality

Authorized Signature (Name and Title) Date

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

State of Texas

County of _____

This form attesting to the fulfillment of the requirements of H.B. 914 was acknowledged before

me on _____ by _____ as _____ of
(date) (name of representative) (title of representative)

(name of county or municipality)

(Personalized Seal)

Notary Public's Signature



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: August 16, 2019

MEETING DATE: August 19, 2019

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution adopting rules of procedure for placement and removal of agenda items for city commission agendas.

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:

Imelda Barrera
Patricia Rigney
City Management Office

Created/Initiated - 8/16/2019
Approved - 8/16/2019
Final Approval - 8/16/2019

RESOLUTION NO. 2019- _____

**RESOLUTION OF THE CITY OF PHARR ADOPTING
RULES OF PROCEDURE FOR PLACEMENT AND
REMOVAL OF AGENDA ITEMS FOR CITY
COMMISSION; FINDING THAT THE MEETING AT
WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE
PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the City of Pharr does not have a policy in place for how agenda items are added or removed to City Commission Agendas; and

WHEREAS, the City of Pharr finds it in the City's best interest to adopt rules of procedure that will allow conducting business in an orderly and efficient manner; and

WHEREAS, the City of Pharr expects its staff and elected officials to follow the procedures set forth in this resolution;

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

Placement and or Removal of Items on the Official Meeting Agenda be as follows:

1. The Mayor shall determine the contents of the agenda relating to *policy* items. The Mayor shall transmit these items to the City Manager within the time frame for adding items to the Agenda and in time for distribution to the City Commission.
2. The City Manager or Deputy City Manager shall determine the contents of the agenda relating to *operational* items and may delegate placement or removal of such items to appropriate department heads.
3. Removal or modification of agenda items relating to policy items shall be at the discretion of the Mayor, and removal or modification of agenda items relating to operational items shall be at the discretion of the City Manager or Deputy City Manager.
4. Final approval of all agenda items shall be determined by the Mayor.
5. Agenda items/Action items that are required to be addressed by the Commission within a certain time period or as required by law shall not be removed from the agenda.
6. Elected and appointed officials shall be prohibited from placing any item for the purposes of discussion or to be acted upon if the subject matter may result in either an unbudgeted expenditure of funds, or interference with a pending investigation or other legal matter.
7. Matters that have been voted on by the governing body shall not be placed on the agenda for reconsideration within six (6) months, unless a member of the governing body on the prevailing side or a member of the governing body appointed or elected to the governing body after the item was considered makes a written request to reconsider the matter in question. Subject to approval by Mayor.

CONSIDERED, PASSED and APPROVED this ____ of _____, 2019, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED on this the ____ day of _____, 2019.

CITY OF PHARR, TEXAS

By: _____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza
City Clerk

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: August 6, 2019

MEETING DATE: August 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the Pharr Economic Development Corporation II Board of Directors.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The terms of Mayor/Board President Ambrosio Hernandez, Commissioner Ramiro Caballero and Commissioner Ricardo Medina will expire September 18, 2019.

Appointment/re-appointment is needed at this time.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/6/2019
Approved - 8/7/2019
Final Approval - 8/13/2019

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2019-__

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S; and

WHEREAS, the terms of Mayor Ambrosio Hernandez, Commissioner Ramiro Caballero, and Commissioner Ricardo Medina will expire on September 18, 2019; and appointment/re-appointment of members needs to be made at this time.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1.	2 years (expiring 09-18-21)
2.	2 years (expiring 09-18-21)
3.	2 years (expiring 09-18-21)

Said Directors shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of August, 2019.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED:

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission and Certification of Effective and Rollback Tax Rate per Hidalgo County Appraisal District for Tax Year 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Hidalgo County Appraisal District issues benchmark Tax Rates to compare the City's existing tax rate with last year's rate, effective and rollback rate.

This is only for information purposes only and to have a benchmark when considering a proposing for new tax rate.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Karla Moya
Patricia Rigney
City Management Office

Created -

2019 Governing Body Summary #1A*

Benchmark 2019 Tax Rates

City of Pharr

Date: 08/14/2019 03:19 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.6449	\$17,923,721	
One Percent \$100 Tax Increase***	\$0.6513	\$18,101,596	\$177,875
One Cent per \$100 Tax Increase***	\$0.654900	\$18,201,651	\$277,930
Notice & Hearing Limit****	\$0.6449	\$17,923,721	\$0
Rollback Tax Rate	\$0.7714	\$21,439,538	\$3,515,817
Last Year's Tax Rate	\$0.649000	\$18,037,672	\$113,951
Proposed Tax Rate	\$0	\$0	\$-17,923,721

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without publishing Texas Comptroller's Notice 50-819 and holding two public hearings (Notice 50-818 must still be published). It is the lower of the rollback tax rate or the effective tax rate.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED:

MEETING DATE: August 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Discussion and action for vote on proposed tax rate increase and schedule public hearings.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Texas requires all municipalities to hold two public hearings whenever proposed tax rate exceeds effective tax rate. See Notice Attached. a Record vote has to be taken and City has to announce dates of Public Hearings.

Financial Consideration:

Staff Recommendation: To approve proposed Tax Rate and Schedule Public Hearings as follows:

1. September 3rd, 2019 at 4:00 p.m.
2. September 9th, 2019 at 4:00 p.m.

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created -

CITY OF PHARR

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The City of Pharr will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1%. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Monday, September 3rd, 2019 at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

The second public hearing will be held on Tuesday, September 9th, 2019 at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Title	Name	Yes	No	Absent
Mayor	Ambrosio "Amos" Hernandez			
Mayor-Pro Term	Bobby Carrillo			
Alternate Mayor-Pro Term	Eleazar Guajardo			
Commissioner	Ramiro Caballero			
Commissioner	Daniel Chavez			
Commissioner	Ricardo Medina			
Commissioner	Itza Flores			

The average taxable value of a residence homestead in the City of Pharr last year was \$81,206. Based in last year's tax rate of \$.6490 per \$100 of taxable value, the amount of taxes Imposed last year on the average home was \$527.

The average taxable value of a residential homestead in City of Pharr this year is \$83,123. If the governing body adopts the effective tax rate for this year of \$.6449 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$536.

If the governing body adopts the proposed tax rate of \$.7176 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$596.

Members of the public are encouraged to attend the hearings and express their views.

All interest citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the Public Hearing shall sign in with the City Clerk no later than 4:00 p.m., of the close of business on the business day prior to the scheduled public hearing (Ordinance No. O-2010-32)

City of Pharr

Hilda Pedraza, City C

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of \$0.7176 per \$100 valuation has been proposed for adoption by the governing body of City of Pharr. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Pharr proposes to use revenue attributable to the tax rate increase for the purpose of infrastructure improvement.

PROPOSED TAX RATE	\$	0.7176	per \$100
PRECEDING YEAR'S TAX RATE	\$	0.6490	per \$100
EFFECTIVE TAX RATE	\$	0.6449	per \$100
ROLLBACK TAX RATE	\$	0.7714	per \$100

The effective tax rate is the total rate needed to raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Pharr may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAX OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.
City of Pharr Tax Assessor-Collector
2804 S Business Hwy 2281
Edinburg, TX 78539 (956) 318-2157

propertytax@hidalgocountytax.org

<http://www.hidalgocountytax.org>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 3th, 2019 at 4:00 p.m. at City Hall, 118 S. Cage Blvd. Commissioner's Room, 2nd Floor.

Second Hearing: September 9th, 2019 at 4:00 p.m. at City Hall, 118 S. Cage Blvd. Commissioner's Room, 2nd Floor.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Veronica Gutierrez

Agenda Item: Consideration and action, if any, on authorizing City Manager to Negotiate and Enter into a Contract for Energy Consultant Services. (Project #1819-01-510-S029-235)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The city went out for bids for energy consulting services and received 4 bidder. 3 of the 4 bidders were lacking required information and were declared non-responsive. Only one bidder completed the bid packet. Therefore the service contract for Energy Consultant with Marco Arredondo, Inc. should be awarded

Financial Consideration:

Staff Recommendation: Approval for a Service Contract with Marco Arredondo, Inc. from Portland, TX. to provide professional electricity consulting services related to the procurement and delivery of electricity for it's facilities, with the option to extend the contract for two (2) additional years, in one (1) year increments, subject to satisfactory performance and the negotiated prices remain firm.

Alternatives: N/A

ROUTING:

Veronica Gutierrez
Veronica Gutierrez
Patricia Rigney
Karla Moya

Created/Initiated - 8/14/2019
Approved - 8/14/2019
Approved - 8/16/2019
Approved - 8/16/2019

City Management Office

New -

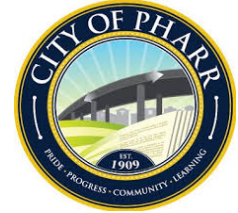


CITY OF PHARR
ENERGY CONSULTANTING SERVICES

PROPOSAL OPENING : JUNE 13, 2019 AT 3:00 P.M.

LOCATION: CITY COMMISSION ROOM - 2ND FLOOR

PROJECT NO: 1819-01-510-S029-235



		NON-RESPONSIVE		
RESPONDENT:	MARCO ARREDONDO PORTLAND, TX	RO ENGINEERING EDINBURG, TX	SCHNEIDER ENGINEERING COLLEGE STATION, TX	EDWARDS ENERGY ENVIRONMENTAL WASTE BOERNE, TX
ORIGINAL BID	YES			
COPIES	YES			
ELECTRONIC BID	YES			

Marco A. Arredondo, Inc.

Professional Utility Rate & Energy Consulting

June 11, 2019

Mr. Alex Meade
City Manager
118 S. Cage Blvd.
Pharr, TX 78577

Reference: SOQ #1819-01-510-S029-235 "Energy Consultant Services"

Mr. Meade:

Marco A. Arredondo, Inc. is a professional engineering energy firm that is in the business of working with our clients to manage their energy costs. **We have been working with the City of Pharr since 2007 to bring energy costs down and have saved the City hundreds of thousands of dollars.** As a previous AEP engineer, I am familiar with all AEP tariffs. Marco A. Arredondo, Inc. has been inputting the City's bills on an excel spreadsheet by account since 2007. We were in the process of tabulating the LED lighting savings and identifying and mapping all the AEP meters (30% complete) when we were asked to cease providing services to the City. We would like the opportunity to continue to work with the City and complete tasks.

Marco A. Arredondo, Inc. is aware that the City of Pharr energy contract will expire in January 2023. The firm will work with the City staff to prepare an RFP to obtain energy quotes from several Retail Electric Providers for the new energy contract. The firm has already created an excel spreadsheet that accurately depicts the cost per kwh for the energy to compare to the contract renewal energy quotes. The firm will tabulate the energy quotes and make a recommendation to the City staff and Commissioners.

Marco A. Arredondo, Inc. will work with the Pharr City staff in accordance with **SOQ #1819-01-510-S029-235 "Energy Consultant Services"** to create an RFP to obtain energy quotes along with an excel spreadsheet to accurately depict and monitor the annual cost of energy per account for a negotiated fee per kwh that would be paid by the selected Retail Electric Provider on a monthly basis for two years or the energy contract term if it is longer. The same fee would also be applied for the additional terms if the contract was extended. The fee would include all the services requested in the **SOQ #1819-01-510-S029-235 "Energy Consultant Services"** along with some additional services as shown on the attached **"Exhibit A"** dated 6-11-19.

Fee would be paid by the selected Retail Electric Provider after the contract is awarded and the accounts are switched to the selected provider. **Marco A. Arredondo, Inc. is a registered aggregator In Texas and does not have any affiliations with Retail Electric Providers or engage in the sale of energy.** As a registered professional engineering firm in the State of Texas, we are ethically bound to provide the best possible contract at the lowest price to the City without bias. We are a minority owned firm and appreciate the opportunity of doing business with the City of Pharr. The City of Pharr may terminate this agreement for convenience with a thirty (30) day written notice.

Sincerely,



Marco A. Arredondo, P.E.
President

Company: City of Pharr

Accepted: _____
Authorized Representative

Title: _____

Date: _____

Marco A. Arredondo, Inc.

Professional Utility Rate & Energy Consulting

EXHIBIT A

6-11-2019

1. **Input current electric bills on a customized excel spreadsheet to accurately depict the cost per kwh:** Utilize data to compare current energy cost to quote comparisons.
2. **Assist City in the creation of RFP to obtain energy quotes from Retail Electric Providers.**
3. **Negotiate and review energy quotes from Retail Electric Providers:** Provide an analysis and comparison of terms, prices, products, and contract business terms from the Retail Electric Providers. Work with City Attorney to negotiate favorable contract.
4. **Make Presentation and recommendation to City Staff and Commissioners:** Present recommended retail electric provider contract, term, and savings to City staff. We will also be prepared to make any presentations to the City Council as necessary during the term of the contract.
5. **Create customized excel spreadsheet to track facility energy usage by meter and cost center:** This task will be the first step in tracking energy usage by meter and building location. Further energy reduction and monitoring may be accomplished through smart metering technology or by doing a load study on each building service entrance. The load data would help identify the use of power on a per building basis and help in the reduction of energy usage by identifying inefficient equipment. A smart metering device is an advanced electrical meter that identifies detail electrical consumption better than conventional electrical meters. As data is collected by the system, it communicates the information to a remote computer where an operator can store this information and use it later to track and monitor energy consumption patterns. By tracking building loads, the technology can be use to help conserve electrical energy.
6. **Providing monthly electric utility bill audit analysis and yearly budget reports starting in 2019:** The firm was the previous consultant and had created a system of spread sheets to input billing information to check for billing errors and keep a track of the energy usage being consumed by each meter compared to the previous year as well as the cost of the energy. This information will help us identify where our major energy is being consumed and develop a strategy to reduce usage. The energy usage and consumption spreadsheet would be disseminated to individuals responsible for energy usage in each of the metered sites to create an awareness of energy usage, cost, and reduction plans. Presentations will be made to the City Council as requested.
7. **Provide assistance for meter deletions and additions to the energy contract:** Obtain, negotiate, and review all contractual paperwork for the addition of meters for new facilities or the deletion of any existing facilities.

Marco A. Arredondo, Inc.

Professional Utility Rate & Energy Consulting

EXHIBIT A

6-11-2019

8. **Dispute and provide support for bill error credits and corrections on behalf of the City:**
Our firm would be responsible for insuring that electrical billing is correct. The firm would be responsible for checking bills for errors and request credit when an error or discrepancy exists by the electrical company. The firm would be responsible for handling all the information required by the Retail Electric Provider for billing correction.
9. **Provide engineering support for energy cost rebates and reductions of new and existing facilities:** Our firm would help the City identify AEP Rebate Programs to help pay for infrastructure projects designed to save energy. For example, if the City were to purchase a new 800 ton chiller that can improve the chiller efficiency by 0.25 kW/ton, as opposed to existing 400 ton chillers that operate at .75 kW/Ton. His company would contact AEP and request a rebate check for implementing a new system to improve the efficiency by 0.25 kW per ton or about 200 kw in total demand reduction. The rebate check would amount to (200 kW/ton at \$150/ton) about \$30,000 year. The energy demand savings per month would be about 200 kw * \$8.74 = \$1,747 or \$21,000 per year.
10. **Provide an energy reduction plan to meet compliance with Senate Bill 12 and HB 3693:**
Even though the energy reduction mandate is no longer required by the State, the City should implement a basic plan to help save 5 % per year. The firm would help the City establish a minimum procedure to save energy by implementing a program to replace all T12 lighting with T8, T5, or LED lighting where appropriate. The firm would also review existing illumination and develop a plan for proper illumination. The firm would work with the City to ensure that proper illumination is delivered by the vendor on lighting projects. Another phase of the plan would be to set minimum requirements for motor equipment replacement efficiencies.
11. **Provide engineering support for the renovation or expansion of existing or future buildings:** By using the Master Plan concept, the firm plans on surveying buildings to reevaluate the building electrical meters and determine how we can combine them to reduce the amount of transformers and meters. The City may be able to reduce the AEP power equipment it is currently leasing to reduce energy expenses. For example, one AEP transformer may be able to provide the service to more than one building or for new buildings.
12. **Provide engineering support for power quality issues and corrections:** The firm will review the current proposals and information given to the City to reduce or eliminate power quality issues. However, the firm may conduct more studies to evaluate other solutions that may be more cost effective.
13. **Identify building meter and service entrance locations along with load info when possible:**
The firm will measure or obtain the square footage of each building. The firm will also identify and locate meters so they can be readily identified. This information will be used to track energy consumption by square foot where applicable.

Marco A. Arredondo, Inc.

Professional Utility Rate & Energy Consulting

EXHIBIT A 6-11-2019

14. **Provide engineering support to minimize demand costs by utilizing Thermal Energy Storage System if applicable:** The firm will review the demand usage graph of the Thermal Energy Storage Systems by observing a 12-month period. The firm will determine the maximum usage on the high demand day for each month. The objective is to determine when the highest demand on the Thermal Storage System occurs among other areas. The goal is to lower the peak energy demand by distributing the load over a 24-hour demand period. This process is called "load leveling." The object is to "shave" the highest demand of the day by lowering the chiller usage during the hottest parts of the day and storing the cooling energy during the night when cooling requirements are at a minimum. This strategy would help the City use the energy demand evenly across the day much like turning on a battery with stored energy.
15. **Provide engineering support to possibly participate in demand response program:** The firm will evaluate and make recommendations where appropriate to purchase emergency generators to provide power to the critical loads such as computer systems during electrical outages. The City would then be able to participate in the ERCOT Demand Response program which could pay the as much as \$35,000 per 1000kw by using an emergency generator during potential power curtailments on the electric grid. We helped the City with the Enernoc negotiations on the last demand response renewal and increased the City's share of the demand credit.
16. **Provide Engineering support to reduce demand by meter consolidation where applicable:** The City may have locations where meter consolidation may be possible. Our meter audit will uncover any opportunities. The meter audit will also help us ensure that every meter is on the correct tariff rate from AEP.
17. **Provide engineering support to correct power factor where applicable and cost effective:** We will investigate any locations where a capacitor bank could be installed to reduce any penalties being incurred. **There is one possible location where \$8,000 savings per year may be realized.**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on counter offer for the land acquisition of Lot 3, Luvill LLC Estates, Pharr, Hidalgo County, Texas

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has determined that certain property is necessary for the furtherance of road improvements and associated projects that are proposed to be made and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas. The City has made an initial offer to the property owner of \$320,000 as indicated in the appraisal report that was conducted by Aguirre-Patterson. The property owner has responded with a request of \$609,000 plus taxes for 3 years.

Financial Consideration:

Staff Recommendation: Staff is recommending a counter final offer of \$385,000.

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 8/14/2019
Approved - 8/15/2019
Approved - 8/15/2019
Approved - 8/16/2019
Approved - 8/16/2019
Final Approval - 8/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 15, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on acquisition of technology equipment for the Pharr Police Department.(Project #1819-01-512-IPQ077-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: The Pharr Police Department

What : Acquisition of technology equipment.

Where: Pharr, TX

When: August 5, 2019

Why: The acquisition of the equipment entails the replacement of mobile data terminals, body worn cameras, in car recording system, criminal investigation interview room, and building surveillance cameras. Current equipment is outdated.

Financial Consideration: As outlined in the 5 year plan.

Staff Recommendation: I recommend approval

Alternatives: The alternative is not to approve the purchase.

ROUTING:

Jose Luengo

Veronica Gutierrez

Karla Moya

City Management Office

Created/Initiated - 8/15/2019

Approved - 8/16/2019

Approved - 8/16/2019

Final Approval - 8/16/2019



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Pharr Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon pursuant to this Agreement.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term,

Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

10 Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11 Indemnification. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.

12 IP Rights. Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.

13 IP Indemnification. Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon

Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination. Agency may terminate this agreement and all related agreements for convenience upon 15 days' written notice.

15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

15.3 **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

16 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, or the Texas Public Information Act, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17 **General.**

17.1 **Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

17.2 **Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.

17.3 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The Parties agree that venue and jurisdiction shall lie in a court of competent jurisdiction in the state or federal courts of Hidalgo County, Texas.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- | | | |
|-------|---------------------------|------------------|
| Axon: | Axon Enterprise, Inc. | Agency: |
| | Attn: Contracts | Attn: |
| | 17800 N. 85th Street | Street Address |
| | Scottsdale, Arizona 85255 | City, State, Zip |
| | contracts@axon.com | Email |
- 17.12 Entire Agreement.** This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.**Pharr Police Department**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is

lost or stolen.

- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
 - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement

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- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
- 17** **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support)

- Setup Axon Mobile on smart phones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("Product User Documentation"). Product User Documentation will include all required



Master Services and Purchasing Agreement

environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 8 **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“OSP 7 Term”).
- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts (“Body-Worn Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

- 7.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn

Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

7.2. OSP or Unlimited TAP. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

8 TAP Dock Upgrade. If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

9 Return of Original Product. If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

10 Termination. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
- 10.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
- 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

Axon Fleet Appendix

- 1 **Axon Fleet Axon Evidence Subscription.** The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote (“**Axon Fleet Subscription**”).
- 2 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency’s representations are inaccurate, the Quote is subject to change.
- 3 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint’s end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If Agency purchases installation services for Axon Fleet, the Statement of Work (“**Fleet SOW**”) attached to this Appendix details Axon’s deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Third Party Installer.** If Agency (a) installs Axon Fleet and related hardware without “train the trainer” services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses a third party to install the hardware (collectively, “**Third Party Installer**”), Axon will not be responsible for Third Party Installer’s failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon’s specifications or damage to Axon Fleet hardware due to Third Party Installers.
 - 5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.
 - 5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon’s specifications.
- 6 **Wireless Offload Software.**
 - 6.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software (“**WOS**”). “Use” means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.
 - 6.2. **License Restrictions.** All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or



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copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

- 6.3. Updates.** If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 6.4. WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

- 7. Wireless Microphone Subscription.** The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.
- 8. Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.
- 9. Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.

- 10. Spares.** Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product.
- 11. Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 11.1.** Axon Fleet Unlimited coverage terminates and no refunds will be given.
 - 11.2.** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 11.3.** Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
 - 11.4.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.
 - 11.5.** If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received



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and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Axon Interview Room Appendix

- 1 **Axon Interview Room Axon Evidence Term.** The Axon Evidence Subscription for Axon Interview Room begins after shipment of Axon Interview Room hardware. If Axon ships Axon Interview Room hardware in first half of the month, the Axon Interview Room start date is the 1st of the following month. If Axon ships Axon Interview Room hardware in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase. The Axon Interview Room subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote (“**Interview Room Subscription**”).
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (“**Interview Room SOW**”) attached to this Appendix details Axon’s professional services deliverables. Axon is only responsible to perform services described in the Interview Room SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable third-party manufacturer’s warranty.
- 4 **Hardware Maintenance.** If Agency purchases Hardware Maintenance, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term specified in the Quote (“**Hardware Maintenance Term**”). The Hardware Maintenance Term begins on Agency’s receipt of the hardware covered by the Hardware Maintenance and continues as long as Agency continues to pay the required Hardware Maintenance fees.

If Axon receives a valid warranty claim within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon’s sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon’s discretion. Axon is not obligated to repair or replace hardware intentionally or deliberately damaged.
- 5 **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Once Hardware Maintenance coverage terminates for any reason, then: (a) Hardware Maintenance coverage will terminate as of the date of termination; and (b) Axon will not provide refunds, and has no obligation to, provide future support or services for hardware covered by Hardware Maintenance.
- 6 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. If Axon deems it necessary, and at Axon’s sole discretion, Axon will provide an on-site technician.
- 7 **Axon Interview Room Unlimited.** For Axon Interview Room Unlimited Axon Evidence subscription, unlimited data may be stored as part of Axon Interview unlimited storage only if the data originates from Axon Interview Room hardware.



Axon Citizen for Communities Appendix

- 1 **Axon Citizen Subscription Term.** If Agency purchases Axon Citizen for Communities as part of a bundled offering, the Axon Citizen subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Citizen to Agency.

If Agency purchase Axon Citizen as a standalone, the Axon Citizen subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Citizen subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Citizen.

- 2 **Storage.** Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance.
- 3 **Post-Termination.** The post-termination provisions outlined in the Axon Evidence Appendix also apply to Portal Content.

The “Delta Logo,” the “Axon + Delta Logo,” Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any on agreement with Pharr San Juan Alamo School District for School Resource Officer (SRO) services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and PSJA ISD

What: SRO services agreement

When: August 19, 2019 covering 2019-2020 school year

Where: Pharr, TX

Why: Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties.

Financial Consideration: The District will reimburse the City for the police officer's salary at a rate of but not less than \$21,691.21 for each officer per year until the January 31, 2020. This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 88 instructional (school) days (for the total of \$173,529.68). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses

Staff Recommendation: I recommend approval

Alternatives: Alternative is to not approve agreement.

ROUTING:

Jose Luengo

Created/Initiated - 8/14/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 8/14/2019
Approved - 8/15/2019
Final Approval - 8/16/2019

**Policing Agreement Between
Pharr-San Juan-Alamo Independent School District and City of Pharr**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station one (1) full time certified police officer at the Pharr-San Juan-Alamo North High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Southwest High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Buell Central High School Campus, Ballew High School Campus and four (4) full time certified police officers to patrol feeder patterns to Jaime Escalante Middle School, Kennedy Middle School, Liberty Middle School, and Lyndon B. Johnson Middle School; along with the Pharr Elementary Schools.

The salary for said police officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The City shall ensure that the police officers' conduct in a professional and courteous manner at all times;
2. The City shall ensure that the police officers assigned to District campuses set herein shall abide by the laws of the State of Texas and the ordinance of the City of Pharr, Texas;
3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of School Resource Officers (SRO's):
5. The PSJA ISD Police Department will be operating during normal school hours only. The City of Pharr Police Department will patrol and provide assistance to PSJA campuses located within the City of Pharr when the PSJA ISD Police Department is not operating.

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list is not intended to be all inclusive list of subjects covered by the SRO.

- a. Justification of rules of the law
- b. Consequences of Crime
- c. Juvenile and Adult criminal justice systems
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

6. The City will ensure that a uniformed police officer will be on each campus (1) at PSJA North H.S., (1) at the PSJA Southwest H.S., (1) at the PSJA Buell Central High School, Ballew High School Campus and (4) patrolling the feeder patterns to Jaime Escalante Middle School, Kennedy Middle School, Liberty Middle School, and Lyndon B. Johnson Middle School; along with the Pharr Elementary Schools.
7. The Police Department agrees and understands the police officers will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
8. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes".
9. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted; and
10. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.
11. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.
12. The Police Department agrees to select the participating police officers in accordance to the SRO qualifications specified by the School District.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO ISD:

1. The District will reimburse the City for the police officer's salary at a rate of but not less than \$21,691.21 for each officer per year until the January 31, 2020. This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 88 instructional (school) days (for the total of \$173,529.68). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses set out herein;
2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;
3. The District will provide each City police officer with an office space where each is to be stationed.
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City police officers;
5. The District agrees and understands that the police officers will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted.
7. The District agrees to set the scope and duty of the police officers within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. In consultation with the Police Department, the District agrees to assign selected police officers to schools according to the police officer's strength and school needs.
9. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action in- consistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the police officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. TERMINATION OF CONTRACT

This contract will commence on August 26, 2019 and terminate on January 31, 2020. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF CONTRACT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to and of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: _____ day of _____, 2019

Jesse Zambrano
President, PSJA Board of Trustees

Ambrosio “Amos” Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any of agreement between the Pharr Police Department and Pharr San Juan School district for police K-9 services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police department and PSJA ISD

What: Agreement for police K-9 services

Where: agreement covers schools under PSJA jurisdiction

When: August 19, 2019 to cover the 2019-2020 school year.

Why: Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties

Financial Consideration: The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on May 24, 2020. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses

Staff Recommendation: I recommend approval

Alternatives: Alternative is to no approve agreement

ROUTING:

Jose Luengo

Created/Initiated - 8/14/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 8/14/2019
Approved - 8/15/2019
Final Approval - 8/16/2019

**K9 Policing Agreement Between
Pharr-San Juan-Alamo Independent School District and City of Pharr**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA schools and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers who are K9 handlers and certified narcotic sniffing dogs. It is hereby agreed that the City will have two (2) full time certified police K9 officers and narcotic sniffing dogs on standby for the Pharr-San Juan-Alamo Independent School District High Schools and Middle Schools.

The salary for said officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND POLICE OFFICERS

1. The City shall ensure that the police officers conduct themselves in a professional and courteous manner at all times.
2. The city shall ensure that the K9 Teams called out to District Campuses set out herein shall abide by the laws of the State of Texas.
3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature.
5. The K9 Teams when called out shall report to the campus requesting their services and report to a school administrator for assignments to be completed.

6. The K9 Teams will conduct the searches required and inform school administrator of any narcotic alerts.
7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.
8. If a criminal case is derived on a campus located in the City of San Juan or the City of Alamo, Pharr Police K9 Teams will not conduct criminal investigations in these two cities. The respective police agency will have jurisdiction.
9. If a criminal case is derived on a campus located in the City of Pharr, the Pharr Police Department will handle the criminal case.
10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers and articles.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO I.S.D.

1. The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on May 24, 2020. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:
2. Reimbursement will be paid on the monthly basis to the City, provided that, a time sheet signed by the principal, chief of police and police officer is submitted.
3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams.
4. The district will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.
5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers, and
6. Notwithstanding the aforementioned and in no event will the expense of cost to the District exceed \$18,600.00. Upon the District expending \$18,600.00 as dictated by this contract, the District's Board of Trustees must be notified of such fact and they must approve monies to be paid to the City of Pharr beyond \$18, 600.00.
7. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action inconsistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the Police K9 Teams shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Police Officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matter associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee will address the issues as soon as possible. Such resolution should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. TERMINATION OF CONTRACT

This contract will commence on August 26, 2019 and terminate on May 22, 2020, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and maybe modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the _____ of day of _____ 2019.

Jesse Zambrano
President, PSJA Board of Trustees

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any on agreement with Valley View Independent School district for police K-9 services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr PD and Valley View ISD

What: renew agreement for k-9 services

When: August 19, 2019 for the 2019-2020 school year

Where: Valleyview, TX

Why: Valley View Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties

Financial Consideration: The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on June 21, 2020. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals

Staff Recommendation: I recommend approval

Alternatives: Alternative is to not approve the agreement

ROUTING:

Jose Luengo
Patricia Rigney

Created/Initiated - 8/14/2019
Approved - 8/14/2019

Karla Moya
City Management Office

Approved - 8/15/2019
Final Approval - 8/16/2019

**K9 Policing Agreement Between
Valley View Independent School District and City of Pharr**

WHEREAS, the Valley View Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Valley View Independent School District and the City of Pharr have worked in the past in providing a suitable environment in Valley View schools and other venues;

WHEREAS, the Valley View Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Valley View Independent School District and the City of Pharr, desire that the City of Pharr provide policing in Valley View schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Valley View Independent School District Police Department.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers who are K9 handlers and certified narcotic sniffing dogs. It is hereby agreed that the City will have two (2) full time certified police K9 officers and narcotic sniffing dogs on standby for the Valley View Independent School District Police Department to be used on School Campuses.

The salary for said officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND POLICE OFFICERS

1. The City shall ensure that the police officers conduct themselves in a professional and courteous manner at all times.
2. The city shall ensure that the K9 Teams called out to District Campuses set out herein shall abide by the laws of the State of Texas.
3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature.

5. The K9 Teams when called out shall report to the campus requesting their services and report to a VVISD Police Officer for assignments to be completed.
6. The K9 Teams will conduct the searches required and inform VVISD Police Officer of narcotic alerts, who in turn will notify school administrator of any narcotic alerts or any narcotics found on campus.
7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.
8. If a criminal case is derived on a campus located in the City of Hidalgo, the VVISD Police Department will handle the criminal case. Pharr Police K9 Teams will not conduct criminal investigations and only provide Supplement regarding the K9 alert.
9. If a criminal case is derived on a campus located in the City of Pharr, the VVISD Police Department will handle the criminal case. Pharr Police K9 will only provide supplement regarding the K9 alert.
10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers and articles.

B. RESPONSIBILITIES OF THE VALLEY VIEW I.S.D.

1. The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on June 21, 2020. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:
2. Reimbursement will be paid on the monthly basis to the City, provided that, a time sheet signed by the principal, chief of police and police officer is submitted.
3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams.
4. The district will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.

5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers, and

6. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action inconsistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the Police K9 Teams shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Police Officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matter associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee will address the issues as soon as possible. Such resolution should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. TERMINATION OF CONTRACT

This contract will commence on September 1, 2019 and terminate on June 21, 2020, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Valley View Independent School District Police Department and maybe modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H.DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the _____ of day of _____ 2019.

Jose A. Rosillo
President, VVISD Board of Trustees

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: August 14, 2019

MEETING DATE: August 19, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, rejecting all bids for the City of Pharr Monument Signage Project (Project No. 1819-40-510-C015-019) and authorizing the City Manager to re-advertise for bids on award of contract.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On August 8, 2019, formal bids were opened, with two (2) respondents to the solicitation. The bids received ranged from \$128,429 to \$139,505.00.

The Bids came in over budget.

Financial Consideration: N/A

Staff Recommendation: Staff recommends rejecting all bids and re-advertising project for bids.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 8/14/2019

Omar Anzaldua

Approved - 8/14/2019

Veronica Gutierrez

Approved - 8/14/2019

Patricia Rigney

Approved - 8/15/2019

Karla Moya

Approved - 8/15/2019

City Management Office

Final Approval - 8/16/2019



PREPARED BY: VG 8/8/19

READ BY: AO 8/8/19

BID OPENING: AUGUST 8, 2019 AT 4:00 P.M.

LOCATION: CITY COMMISSION ROOM

PROJECT #1819-40-510-C015-019 CITY OF PHARR MONUMENT SIGNAGE

BIDDERS:				J. PENA CONSTRUCTION MCALLEN, TX	RENOWORKS, LLC EDINBURG, TX
ITEM	DESCRIPTION	U/M	QTY		
1	CITY OF PHARR MONUMENT SIGNAGE	LS	1	\$139,505.00	\$128,429.00
HARD-COPY				YES	YES
ELECTRONIC COPY				YES	YES
BID BOND:				YES	YES