



**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, APRIL 20, 2020**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. 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.

In accordance with social distancing guidelines, the City Commission meeting will not be open to the public, except for individuals who have elected to appear in person for Public Testimony and Public Hearing. The meeting will be via Videoconference and streamed live at www.pharr-tx.gov

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PUBLIC TESTIMONY: (Ordinance No. O-2019-45). 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. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

3. PUBLIC HEARINGS:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: (Ordinance No. O-2019-31). 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 city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

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

A) Submission of Sales Tax Collection Report for April 2020.

B) Submission of Tax Collection Report for March 2020.

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

A) Approval of Minutes for April 6, 2020 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action authorizing City Manager to advertise for bids for the Traffic Signal Loop Detector Replacement Project. (Project# 1920-40-510-S036-034) (ENGINEERING)

C) Consideration and action on Development Services Cases:

1. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. **CUP#060104**

2. Utility Trailer Sales Southeast Texas, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 4.00-acre tract of land, more or less, out of Lot 125, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Eldora Road. **COZ#200212**

3. Steve M. Gano, representing Oakcrest Management, Inc., 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 General Business District (C). The property is legally described as being the South 388.74' out of Lot 2, Storage Depot South Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6109 South Cage Boulevard. **COZ#200213**

4. 5M Real Estate, L.L.C. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being a 1.351-acre tract of land, more or less, out of Lot 158, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Ferguson Avenue (rear). **COZ#200315**

AGENDA REGULAR MEETING
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5. Leticia Flores 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 General Business District (C). The property is legally described as being a 2.009-acre tract of land, more or less, out of Lot 292, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5401 South Cage Boulevard. **COZ#200316**

6. M&S Group, Inc., d/b/a Wing Daddy's Sauce House, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 601 South Jackson Road. **CUP#200318**

D) PLATS:

1. Dannenbaum Engineering Company, representing Charles D. Muller, is requesting final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision. The property is legally described as being a 1.65-acre tract of land out of and a portion of Lot two hundred three (203), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Ridge Road. **SUB#191025** (DEVELOPMENT SERVICES)

2. Spoor Engineering Consultants, Inc., representing Arcadio Guerra, Member for ARGV, L.L.C., a Texas limited liability company is requesting preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision. The property is legally described as being a 4.07-acre tract of land out of a 4.80-acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of East Nolana Loop. **SUB#200204** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Chapter 110 of the Pharr Code of Ordinances creating Article VIII - Residential Collection Station, providing for collection and disposal, defining terms and prescribing rates. **(3rd and Final Reading)** (PUBLIC WORKS)

B) Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates. (ADMINISTRATION)

C) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area, CSJ: 0921-02-423 (ENGINEERING)

D) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units) at Pharr International Bridge, CSJ: 0921-02-424 (ENGINEERING)

E) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425 (ENGINEERING)

7. ADMINISTRATIVE:

A) Consideration and action, if any, Order continuing the declaration of disaster and public health emergency for the City of Pharr, Texas. (ADMINISTRATION)

B) Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Water and Wastewater Improvement Projects based on the Statement of Qualifications (Project No. 1920-60-583-S014-001) (ENGINEERING)

C) Consideration and action, if any, on selecting various Architectural Firms to be part of a list of qualified firms to provide Professional Architectural Services based on the Statement of Qualifications (Project No. 1920-01-528-S015-001) (ENGINEERING)

D) Consideration and action, if any, on selecting various Surveying Firms to be part of a list of qualified firms to provide Professional Surveying Services based on the Statement of Qualifications (Project No. 1920-01-528-S020-001) (ENGINEERING)

E) Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering based on the Statement of Qualifications (Project No. 1920-01-528-S013-001) (ENGINEERING)

8. PURCHASING:

A) Consideration, and action if any, on purchase of mobile data terminal (MDT) for the Pharr Police Department from Turn Key Mobile using Texas DIR Contract # DIR-TSO-4025. (Project# 1920-01-512-P020-001) (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, awarding contract for the Pharr Port of Entry Northbound Lanes Expansion and 2nd BSIF Exit. (CSJ# 0921-02-385 & 0921-02-383) (ENGINEERING)

B) Discussion and action, if any, on renewal proposal from XOANA for road signs in Reynosa. (BRIDGE)

C) Consideration and action, if any, authorizing City Manager to ratify the extension of the Supply Contract with Border Pacific Railroad Company for the Purchase & Delivery of Stone Aggregate. (Project #1819-40-510-SP002-073) (PURCHASING)

10. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board 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 Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board 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 Board 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.

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Pursuant to Section 551.084, the Board 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 Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of April 2020 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 17th day of April 2020

Hilda Pedraza
HILDA PEDRAZA, TRMC, CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20__ by,

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: April 13, 2020

MEETING DATE: April 20, 2020

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 - 4/13/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: April 13, 2020

MEETING DATE: April 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for April 2020.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

SALES TAX HIGHLIGHTS

City of Pharr shows an INCREASE of 3.82% YTD TRUE GROWTH compared to last April 2019 and a decrease of -3.55% in collected payment compared to last March 2019.

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

Edward Wylie

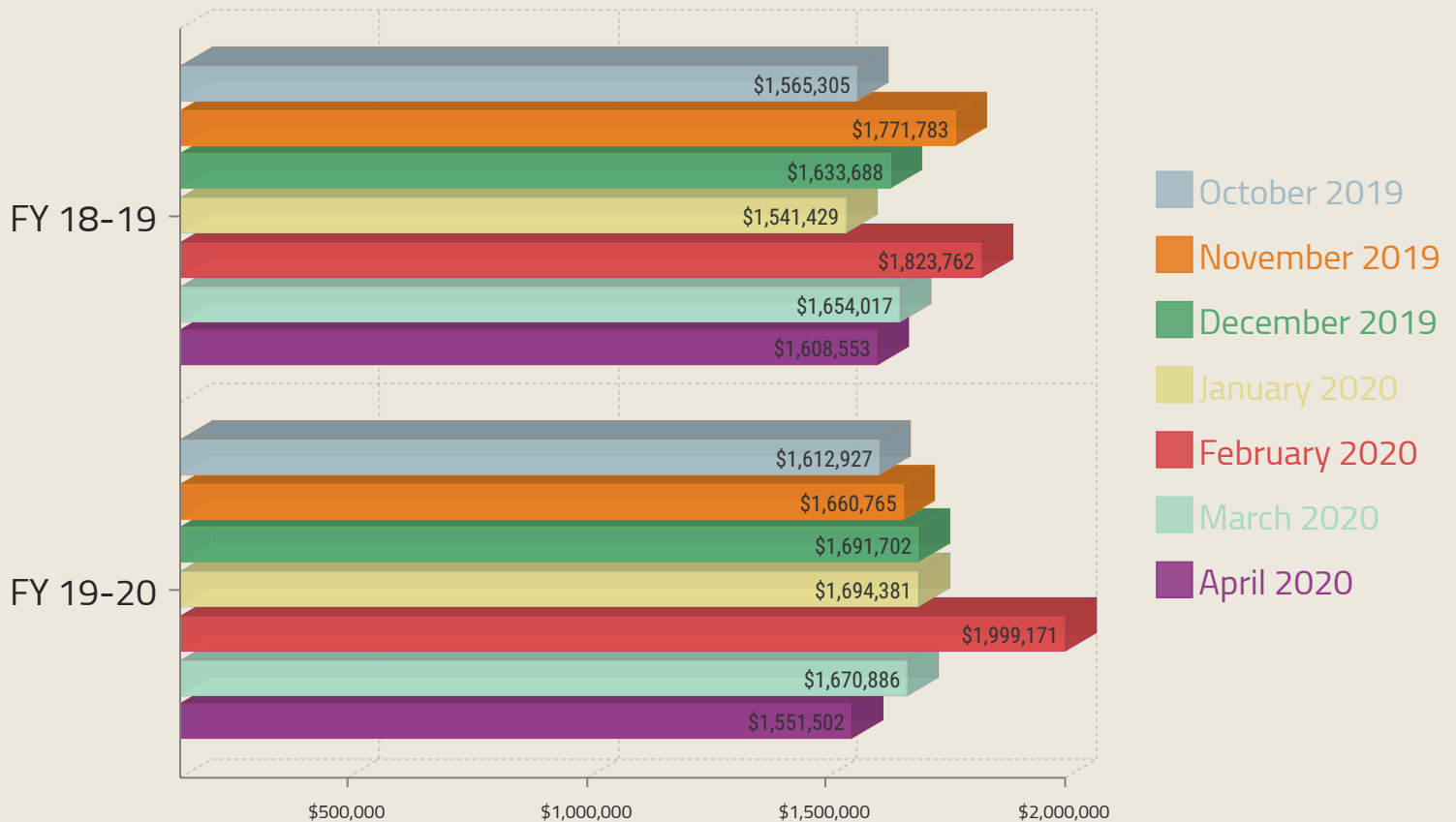
Created/Initiated - 4/13/2020

Final Approval - 4/16/2020

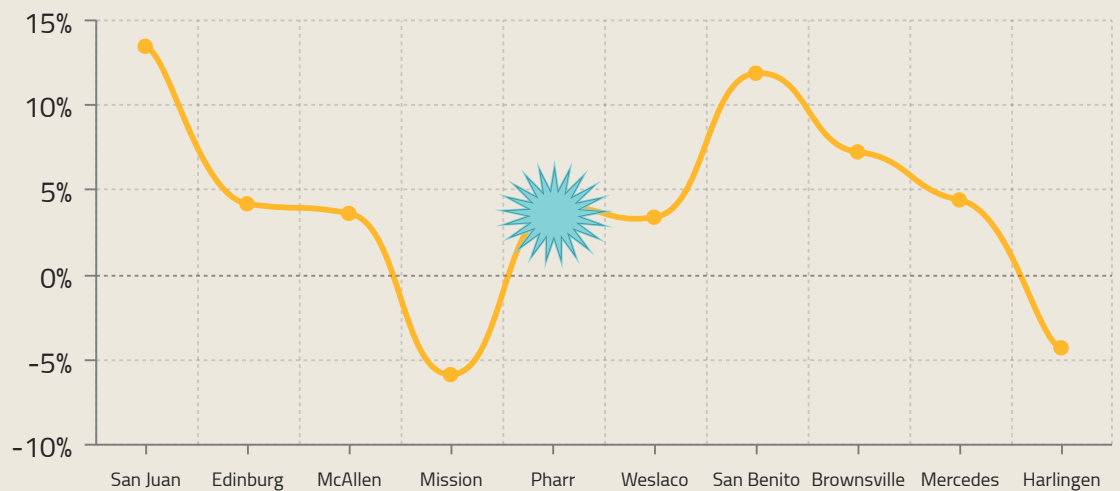
Sales Taxes Collection Snapshot-April 2020



3.82% Increase in Sales Tax from Last Year*



Ranked No. 6
compared to neighbor
Cities



*Excludes February 2019 One-Time Payment of \$636,901.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: April 17, 2020

MEETING DATE: April 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for March 2020.

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 March 2020 are \$20,231,243 or 90.21% collected out of this Year's Levy . This is 1.17 % lower than last year.

Delinquent Tax

Delinquent Tax Collections as of March 2020 are \$353,759 which is 13.96% collected out of previous year's tax rolls. This is a decrease of 1.48% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 4/17/2020
Final Approval - 4/17/2020

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
MARCH 2020**

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 2019/2020	COLLECTED 2018/2019
2019 TAX ROLL	22,493,508.68	20,231,242.90	-	(67,909.23)	2,194,356.55	90.21%	91.38%
2018 & PRIOR YRS	2,556,147.78	353,749.45		(21,658.70)	2,180,739.63	13.96%	15.44%
ROLLBACK	96,895.20	160,976.85	-	72,072.94	7,991.29	95.27%	100.00%
TOTALS	25,146,551.66	20,745,969.20	-	(17,494.99)	4,385,087.47		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2020

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	627,843.18	(20,686.53) CURRENT
CURRENT YEAR-P&I	38,852.03	
PRIOR YEARS-BASE TAX	41,489.33	(4,989.65) PRIOR
PRIOR YEARS-P&I	15,511.23	
ROLLBACK	-	4,002.72 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	7,904.46	- PURGED
TOTAL COLLECTIONS	731,600.23	(21,673.46)
LESS TRANSFERRED	610,301.15	
LESS IN TRANSIT	115,408.58	
LESS DUE TO HCAD COMM. FEE	102.50	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

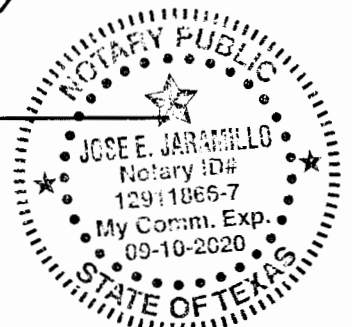
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MARCH 2020 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF APRIL, 2020 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF MARCH 2020

<u>AD VALOREM - CITY OF PHARR</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>DIFFERENCE</u>
<u>2019 CURRENT</u>			
ORIGINAL LEVY	22,493,508.68	19,278,100.58	3,215,408.10
MODIFICATIONS	(67,909.23)	(130,272.65)	62,363.42
CURRENT LEVY	22,425,599.45	19,147,827.93	3,277,771.52
CURRENT COLLECTIONS THIS MONTH	627,843.18	650,021.25	(22,178.07)
CURRENT COLLECTIONS TO DATE	20,231,242.90	17,498,165.98	2,733,076.92
OUTSTANDING TO DATE	2,194,356.55	1,649,661.95	544,694.60
PERCENT COLLECTED/ORIGINAL	89.94%	90.77%	-0.83%
PERCENT COLLECTED/MODIFIED	90.21%	91.38%	-1.17%
TOTAL COLLECTIONS FISCAL YEAR	20,231,242.90	17,498,165.98	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,556,147.78	2,534,188.08	21,959.70
MODIFICATIONS	(21,658.70)	(39,227.11)	17,568.41
DELINQUENT LEVY	2,534,489.08	2,494,960.97	39,528.11
DELINQUENT COLLECTIONS THIS MONTH	41,489.33	77,423.43	(35,934.10)
DELINQUENT COLLECTIONS TO DATE	353,749.45	385,272.30	(31,522.85)
OUTSTANDING TO DATE	2,180,739.63	2,109,688.67	71,050.96
PERCENT COLLECTED/ORIGINAL	13.84%	15.20%	-1.36%
PERCENT COLLECTED/MODIFIED	13.96%	15.44%	-1.48%
TOTAL COLLECTIONS FISCAL YEAR	353,749.45	385,272.30	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	96,895.20	13,987.55	82,907.65
MODIFICATIONS	72,072.94	22,843.79	49,229.15
ROLLBACK LEVY	168,968.14	36,831.34	132,136.80
ROLLBACK COLLECTIONS THIS MONTH	0.00	36,741.98	(36,741.98)
ROLLBACK COLLECTIONS TO DATE	160,976.85	36,831.34	124,145.51
OUTSTANDING TO DATE	7,991.29	0.00	7,991.29
PERCENT COLLECTED/ORIGINAL	166.14%	263.32%	-97.18%
PERCENT COLLECTED/MODIFIED	95.27%	100.00%	-4.73%
TOTAL COLLECTIONS FISCAL YEAR	160,976.85	36,831.34	

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF MARCH 2020**

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEES	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
1-Mar	0.60	(0.60)			0.00	0.00			0.00		-		-	*QP200301
2-Mar	29,652.89	2,021.25			1,035.81	622.32			248.72		33,580.99		33,580.99	
3-Mar	23,792.21	1,623.48			3,547.64	1,034.97			599.50		30,597.80		30,597.80	
4-Mar	97,420.35	3,086.13			1,102.44	412.08			151.90		102,172.90		102,172.90	
5-Mar	62,668.77	3,129.00			3,739.29	1,153.87			712.25		71,403.18		71,403.18	
6-Mar	33,814.06	2,647.42			1,495.64	660.73			298.80		38,916.65	270,883.52	(231,966.87)	13-Mar
9-Mar	22,161.35	1,363.95			4,357.47	1,349.13			689.48		29,921.38	29,921.38	-	16-Mar
10-Mar	46,596.57	2,290.66			2,190.46	722.17			439.99		52,239.85	52,239.85	(0.00)	17-Mar
11-Mar	52,032.45	1,893.89			1,240.29	416.06			241.75		55,824.44	55,824.44	(0.00)	18-Mar
12-Mar	27,810.96	2,314.22			2,038.56	604.34			338.17		33,106.25	33,106.25	-	19-Mar
13-Mar	18,174.64	1,560.20			2,199.61	757.47			436.12		23,128.04	23,128.04	-	20-Mar
14-Mar	(10,013.25)	(13.54)			(1,367.55)	(9.73)					(11,404.07)		(11,404.07)	SUPP*
16-Mar	19,764.92	1,558.07			2,495.66	943.39			402.52		25,164.56		25,164.56	
17-Mar	8,529.66	777.69			3,044.36	1,246.99			638.75		14,237.45	27,997.94	(13,760.49)	24-Mar
18-Mar	16,654.18	1,245.91			750.91	260.51			143.93		19,055.44	19,055.44	-	25-Mar
19-Mar	21,308.61	1,759.21			983.55	740.31			154.79		24,946.47	24,946.47	-	26-Mar
20-Mar	17,232.08	1,378.87			2,274.31	670.40			409.60		21,965.26	21,965.26	0.00	27-Mar
23-Mar	29,868.53	2,316.01			2,206.07	818.85			449.30		35,658.76	35,658.76	-	30-Mar
24-Mar	12,562.82	1,003.04			1,146.88	599.67			261.39		15,573.80	15,573.80	0.00	31-Mar
25-Mar	15,524.82	1,207.28			487.78	156.06			96.48		17,472.42	17,472.42	-	1-Apr
26-Mar	28,646.73	2,177.58			865.90	271.07			151.29		32,112.57	32,112.57	-	2-Apr
27-Mar	7,696.57	623.90			362.06	148.24			31.48		8,862.25	8,862.25	(0.00)	3-Apr
30-Mar	17,449.75	1,184.50			3,646.98	1,250.58			678.47		24,210.28	24,210.28	-	6-Apr
31-Mar	28,492.91	1,703.91			1,645.21	681.75			329.78		32,853.56	32,751.06	102.50	10-Apr
											-		-	
TTL	627,843.18	38,852.03	0.00	0.00	41,489.33	15,511.23	0.00	0.00	7,904.46	0.00	731,600.23	725,709.73	5,890.50	

OVERALL TOTAL	731,600.23
LESS REFUNDS	0.00
LESS HCAD COMM FEES	102.50
LESS COMM/COST	5,788.00
BALANCE	725,709.73
LESS TRANSFERRED	610,301.15
LESS TRANSF IN TRANSIT	115,408.58
BALANCE PENDING	0.00

04/02/2020 17:28:25 3441939
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 42
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	496,167.65	.00	30,703.58	13,736.19-	513,135.04	.54	.00	.00	526,871.77
	I & S	.150500	131,675.53	.00	8,148.45	3,645.39-	136,178.59	.00	.00	.00	139,823.98
	TOTAL	.717600	627,843.18	.00	38,852.03	17,381.58-	649,313.63	.54	.00	.00	666,695.75
2018	M & O	.567100	22,886.03	.00	5,902.67	288.40-	28,500.30	4,792.14	.00	.00	33,580.84
	I & S	.081900	3,305.19	.00	852.43	41.65-	4,115.97	.00	.00	.00	4,157.62
	TOTAL	.649000	26,191.22	.00	6,755.10	330.05-	32,616.27	4,792.14	.00	.00	37,738.46
2017	M & O	.567100	5,050.04	.00	1,869.88	.09-	6,919.83	1,155.21	.00	.00	8,075.13
	I & S	.081900	729.30	.00	270.06	.01-	999.35	.00	.00	.00	999.36
	TOTAL	.649000	5,779.34	.00	2,139.94	.10-	7,919.18	1,155.21	.00	.00	9,074.49
2016	M & O	.582100	3,548.84	.00	1,586.37	.00	5,135.21	765.76	.00	.00	5,900.97
	I & S	.071900	438.35	.00	195.92	.00	634.27	.00	.00	.00	634.27
	TOTAL	.654000	3,987.19	.00	1,782.29	.00	5,769.48	765.76	.00	.00	6,535.24
2015	M & O	.582100	2,083.95	.00	1,230.34	.00	3,314.29	541.51	.00	.00	3,855.80
	I & S	.071900	257.43	.00	151.98	.00	409.41	.00	.00	.00	409.41
	TOTAL	.654000	2,341.38	.00	1,382.32	.00	3,723.70	541.51	.00	.00	4,265.21
2014	M & O	.608100	661.74	.00	345.80	.00	1,007.54	89.76	.00	.00	1,097.30
	I & S	.071900	78.22	.00	40.86	.00	119.08	.00	.00	.00	119.08
	TOTAL	.680000	739.96	.00	386.66	.00	1,126.62	89.76	.00	.00	1,216.38
2013	M & O	.605000	268.47	.00	162.33	.00	430.80	34.66	.00	.00	465.46
	I & S	.075000	33.29	.00	20.12	.00	53.41	.00	.00	.00	53.41
	TOTAL	.680000	301.76	.00	182.45	.00	484.21	34.66	.00	.00	518.87
2012	M & O	.602600	174.81	.00	171.22	.00	346.03	58.57	.00	.00	404.60
	I & S	.077400	22.47	.00	21.98	.00	44.45	.00	.00	.00	44.45
	TOTAL	.680000	197.28	.00	193.20	.00	390.48	58.57	.00	.00	449.05
2011	M & O	.602100	341.42	.00	339.23	.00	680.65	105.53	.00	.00	786.18
	I & S	.077900	44.17	.00	43.90	.00	88.07	.00	.00	.00	88.07
	TOTAL	.680000	385.59	.00	383.13	.00	768.72	105.53	.00	.00	874.25
2010	M & O	.601800	125.02	.00	134.24	.00	259.26	39.54	.00	.00	298.80
	I & S	.078200	16.25	.00	17.45	.00	33.70	.00	.00	.00	33.70
	TOTAL	.680000	141.27	.00	151.69	.00	292.96	39.54	.00	.00	332.50
2009	M & O	.601800	190.80	.00	229.57	.00	420.37	60.04	.00	.00	480.41
	I & S	.078200	24.79	.00	29.84	.00	54.63	.00	.00	.00	54.63
	TOTAL	.680000	215.59	.00	259.41	.00	475.00	60.04	.00	.00	535.04
2008	M & O	.602940	112.36	.00	147.58	.00	259.94	33.98	.00	.00	293.92
	I & S	.078910	14.71	.00	19.30	.00	34.01	.00	.00	.00	34.01
	TOTAL	.681850	127.07	.00	166.88	.00	293.95	33.98	.00	.00	327.93

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 43
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2007	M & O	.596130	257.73	.00	394.76	.00	652.49	103.79	.00	.00	756.28
	I & S	.086990	37.61	.00	57.61	.00	95.22	.00	.00	.00	95.22
	TOTAL	.683120	295.34	.00	452.37	.00	747.71	103.79	.00	.00	851.50
2006	M & O	.593130	271.29	.00	373.68	.00	644.97	80.44	.00	.00	725.41
	I & S	.089990	41.16	.00	56.69	.00	97.85	.00	.00	.00	97.85
	TOTAL	.683120	312.45	.00	430.37	.00	742.82	80.44	.00	.00	823.26
2005	M & O	.593130	315.42	.00	529.32	.00	844.74	35.92	.00	.00	880.66
	I & S	.089990	47.85	.00	80.32	.00	128.17	.00	.00	.00	128.17
	TOTAL	.683120	363.27	.00	609.64	.00	972.91	35.92	.00	.00	1,008.83
2003	M & O	.596220	9.91	.00	17.82	.00	27.73	.00	.00	.00	27.73
	I & S	.086900	1.44	.00	2.60	.00	4.04	.00	.00	.00	4.04
	TOTAL	.683120	11.35	.00	20.42	.00	31.77	.00	.00	.00	31.77
2002	M & O	.590210	.40	.00	.89	.00	1.29	.00	.00	.00	1.29
	I & S	.099790	.07	.00	.15	.00	.22	.00	.00	.00	.22
	TOTAL	.690000	.47	.00	1.04	.00	1.51	.00	.00	.00	1.51
1999	M & O	.529360	18.58	.00	36.95	.00	55.53	7.07	.00	.00	62.60
	I & S	.112950	3.96	.00	7.88	.00	11.84	.00	.00	.00	11.84
	TOTAL	.642310	22.54	.00	44.83	.00	67.37	7.07	.00	.00	74.44
1996	M & O	.516090	65.60	.00	145.79	.00	211.39	.00	.00	.00	211.39
	I & S	.083910	10.66	.00	23.70	.00	34.36	.00	.00	.00	34.36
	TOTAL	.600000	76.26	.00	169.49	.00	245.75	.00	.00	.00	245.75
ALL	M & O		532,550.06	.00	44,322.02	14,024.68-	562,847.40	7,904.46	.00	.00	584,776.54
ALL	I & S		136,782.45	.00	10,041.24	3,687.05-	143,136.64	.00	.00	.00	146,823.69
ALL	TOTAL		669,332.51	.00	54,363.26	17,711.73-	705,984.04	7,904.46	.00	.00	731,600.23
DLQ	M & O		36,382.41	.00	13,618.44	288.49-	49,712.36	7,903.92	.00	.00	57,904.77
DLQ	I & S		5,106.92	.00	1,892.79	41.66-	6,958.05	.00	.00	.00	6,999.71
DLQ	TOTAL		41,489.33	.00	15,511.23	330.15-	56,670.41	7,903.92	.00	.00	64,904.48
CURR	M & O		496,167.65	.00	30,703.58	13,736.19-	513,135.04	.54	.00	.00	526,871.77
CURR	I & S		131,675.53	.00	8,148.45	3,645.39-	136,178.59	.00	.00	.00	139,823.98
CURR	TOTAL		627,843.18	.00	38,852.03	17,381.58-	649,313.63	.54	.00	.00	666,695.75

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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: 42
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	496,167.65	.00	30,703.58	13,736.19-	513,135.04	.54	.00	.00	526,871.77
	I & S	.150500	131,675.53	.00	8,148.45	3,645.39-	136,178.59	.00	.00	.00	139,823.98
	TOTAL	.717600	627,843.18	.00	38,852.03	17,381.58-	649,313.63	.54	.00	.00	666,695.75
2018	M & O	.567100	22,886.03	.00	5,902.67	288.40-	28,500.30	4,792.14	.00	.00	33,580.84
	I & S	.081900	3,305.19	.00	852.43	41.65-	4,115.97	.00	.00	.00	4,157.62
	TOTAL	.649000	26,191.22	.00	6,755.10	330.05-	32,616.27	4,792.14	.00	.00	37,738.46
2017	M & O	.567100	5,050.04	.00	1,869.88	.09-	6,919.83	1,155.21	.00	.00	8,075.13
	I & S	.081900	729.30	.00	270.06	.01-	999.35	.00	.00	.00	999.36
	TOTAL	.649000	5,779.34	.00	2,139.94	.10-	7,919.18	1,155.21	.00	.00	9,074.49
2016	M & O	.582100	3,548.84	.00	1,586.37	.00	5,135.21	765.76	.00	.00	5,900.97
	I & S	.071900	438.35	.00	195.92	.00	634.27	.00	.00	.00	634.27
	TOTAL	.654000	3,987.19	.00	1,782.29	.00	5,769.48	765.76	.00	.00	6,535.24
2015	M & O	.582100	2,083.95	.00	1,230.34	.00	3,314.29	541.51	.00	.00	3,855.80
	I & S	.071900	257.43	.00	151.98	.00	409.41	.00	.00	.00	409.41
	TOTAL	.654000	2,341.38	.00	1,382.32	.00	3,723.70	541.51	.00	.00	4,265.21
2014	M & O	.608100	661.74	.00	345.80	.00	1,007.54	89.76	.00	.00	1,097.30
	I & S	.071900	78.22	.00	40.86	.00	119.08	.00	.00	.00	119.08
	TOTAL	.680000	739.96	.00	386.66	.00	1,126.62	89.76	.00	.00	1,216.38
2013	M & O	.605000	268.47	.00	162.33	.00	430.80	34.66	.00	.00	465.46
	I & S	.075000	33.29	.00	20.12	.00	53.41	.00	.00	.00	53.41
	TOTAL	.680000	301.76	.00	182.45	.00	484.21	34.66	.00	.00	518.87
2012	M & O	.602600	174.81	.00	171.22	.00	346.03	58.57	.00	.00	404.60
	I & S	.077400	22.47	.00	21.98	.00	44.45	.00	.00	.00	44.45
	TOTAL	.680000	197.28	.00	193.20	.00	390.48	58.57	.00	.00	449.05
2011	M & O	.602100	341.42	.00	339.23	.00	680.65	105.53	.00	.00	786.18
	I & S	.077900	44.17	.00	43.90	.00	88.07	.00	.00	.00	88.07
	TOTAL	.680000	385.59	.00	383.13	.00	768.72	105.53	.00	.00	874.25
2010	M & O	.601800	125.02	.00	134.24	.00	259.26	39.54	.00	.00	298.80
	I & S	.078200	16.25	.00	17.45	.00	33.70	.00	.00	.00	33.70
	TOTAL	.680000	141.27	.00	151.69	.00	292.96	39.54	.00	.00	332.50
2009	M & O	.601800	190.80	.00	229.57	.00	420.37	60.04	.00	.00	480.41
	I & S	.078200	24.79	.00	29.84	.00	54.63	.00	.00	.00	54.63
	TOTAL	.680000	215.59	.00	259.41	.00	475.00	60.04	.00	.00	535.04
2008	M & O	.602940	112.36	.00	147.58	.00	259.94	33.98	.00	.00	293.92
	I & S	.078910	14.71	.00	19.30	.00	34.01	.00	.00	.00	34.01
	TOTAL	.681850	127.07	.00	166.88	.00	293.95	33.98	.00	.00	327.93

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 43
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2007	M & O	.596130	257.73	.00	394.76	.00	652.49	103.79	.00	.00	756.28
	I & S	.086990	37.61	.00	57.61	.00	95.22	.00	.00	.00	95.22
	TOTAL	.683120	295.34	.00	452.37	.00	747.71	103.79	.00	.00	851.50
2006	M & O	.593130	271.29	.00	373.68	.00	644.97	80.44	.00	.00	725.41
	I & S	.089990	41.16	.00	56.69	.00	97.85	.00	.00	.00	97.85
	TOTAL	.683120	312.45	.00	430.37	.00	742.82	80.44	.00	.00	823.26
2005	M & O	.593130	315.42	.00	529.32	.00	844.74	35.92	.00	.00	880.66
	I & S	.089990	47.85	.00	80.32	.00	128.17	.00	.00	.00	128.17
	TOTAL	.683120	363.27	.00	609.64	.00	972.91	35.92	.00	.00	1,008.83
2003	M & O	.596220	9.91	.00	17.82	.00	27.73	.00	.00	.00	27.73
	I & S	.086900	1.44	.00	2.60	.00	4.04	.00	.00	.00	4.04
	TOTAL	.683120	11.35	.00	20.42	.00	31.77	.00	.00	.00	31.77
2002	M & O	.590210	.40	.00	.89	.00	1.29	.00	.00	.00	1.29
	I & S	.099790	.07	.00	.15	.00	.22	.00	.00	.00	.22
	TOTAL	.690000	.47	.00	1.04	.00	1.51	.00	.00	.00	1.51
1999	M & O	.529360	18.58	.00	36.95	.00	55.53	7.07	.00	.00	62.60
	I & S	.112950	3.96	.00	7.88	.00	11.84	.00	.00	.00	11.84
	TOTAL	.642310	22.54	.00	44.83	.00	67.37	7.07	.00	.00	74.44
1996	M & O	.516090	65.60	.00	145.79	.00	211.39	.00	.00	.00	211.39
	I & S	.083910	10.66	.00	23.70	.00	34.36	.00	.00	.00	34.36
	TOTAL	.600000	76.26	.00	169.49	.00	245.75	.00	.00	.00	245.75
ALL	M & O		532,550.06	.00	44,322.02	14,024.68-	562,847.40	7,904.46	.00	.00	584,776.54
ALL	I & S		136,782.45	.00	10,041.24	3,687.05-	143,136.64	.00	.00	.00	146,823.69
ALL	TOTAL		669,332.51	.00	54,363.26	17,711.73-	705,984.04	7,904.46	.00	.00	731,600.23
DLQ	M & O		36,382.41	.00	13,618.44	288.49-	49,712.36	7,903.92	.00	.00	57,904.77
DLQ	I & S		5,106.92	.00	1,892.79	41.66-	6,958.05	.00	.00	.00	6,999.71
DLQ	TOTAL		41,489.33	.00	15,511.23	330.15-	56,670.41	7,903.92	.00	.00	64,904.48
CURR	M & O		496,167.65	.00	30,703.58	13,736.19-	513,135.04	.54	.00	.00	526,871.77
CURR	I & S		131,675.53	.00	8,148.45	3,645.39-	136,178.59	.00	.00	.00	139,823.98
CURR	TOTAL		627,843.18	.00	38,852.03	17,381.58-	649,313.63	.54	.00	.00	666,695.75

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,177,515,281	9,338,232-	3,168,177,049	00.717600	22,425,599.45	23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	20,686.53-	67,909.23-	627,843.18	20,231,242.90	2,194,356.55	90.21	48.23-
2018	727,431.42	3,058.44-	12,432.30-	26,191.22	232,108.21	482,890.91	32.46	160.82-
2017	330,112.81	615.45-	6,503.55-	5,779.34	50,664.36	272,944.90	15.66	160.82-
2016	232,755.89	305.44-	928.32-	3,987.19	25,691.49	206,136.08	11.08	155.99-
2015	211,032.27	311.29-	846.77-	2,341.38	18,368.57	191,816.93	8.74	155.99-
2014	129,257.53	162.19-	410.92-	739.96	9,047.09	119,799.52	7.02	162.19-
2013	97,825.34	162.19-	162.19-	301.76	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	197.28	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	385.59	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	141.27	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	215.59	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	127.07	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	295.34	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	312.45	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	363.27	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	0.00	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	11.35	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	0.47	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	0.00	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	0.00	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	22.54	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	76.26	477.03	76,574.44	.62	0.00
****	25,049,656.46	25,676.18-	89,567.93-	669,332.51	20,584,992.35	4,375,096.18		1,380.88-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2020 TO 03/31/2020

AG ROLLBACK ONLY

FISCAL START: 10/01/2019 END: 09/30/2020 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	21,811.72	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	4,002.72	15,849.03	0.00	17,809.00	4,002.72	81.65	0.00
2017	17,255.13	.00	12,639.48	0.00	28,996.78	897.83	97.00	0.00
2016	25,390.50	.00	13,507.75	0.00	37,938.12	960.13	97.53	0.00
2015	26,920.48	.00	14,339.30	0.00	40,243.99	1,015.79	97.54	0.00
2014	21,366.40	.00	15,737.38	0.00	35,988.96	1,114.82	97.00	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	4,002.72	72,072.94	0.00	160,976.85	7,991.29		0.00

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	9,338,232-	3,168,177,049	00.717600	22,425,599.45	23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	20,686.53-	67,909.23-	627,843.18	20,231,242.90	2,194,356.55	90.21	48.23-
2018	733,394.11	944.28	3,416.73	26,191.22	249,917.21	486,893.63	33.92	160.82-
2017	347,367.94	615.45-	6,135.93	5,779.34	79,661.14	273,842.73	22.53	160.82-
2016	258,146.39	305.44-	12,579.43	3,987.19	63,629.61	207,096.21	23.50	155.99-
2015	237,952.75	311.29-	13,492.53	2,341.38	58,612.56	192,832.72	23.31	155.99-
2014	150,623.93	162.19-	15,326.46	739.96	45,036.05	120,914.34	27.14	162.19-
2013	97,825.34	162.19-	162.19-	301.76	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	197.28	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	385.59	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	141.27	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	215.59	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	127.07	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	295.34	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	312.45	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	363.27	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	0.00	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	11.35	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	0.47	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	0.00	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	0.00	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	22.54	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	76.26	477.03	76,574.44	.62	0.00
****	25,146,551.66	21,673.46-	17,494.99-	669,332.51	20,745,969.20	4,383,087.47		1,380.88-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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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	3,177,515.281	9,338,232-	3,168,177.049	0.717600	22,425,599.45	23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	20,686.53-	67,909.23-	627,843.18	20,231,242.90	2,194,356.55	90.21	48.23-
	ADJUSTMENT REFUNDS	10,013.25-	18,145.52-					
2018	727,431.42	3,058.44-	12,432.30-	26,191.22	232,108.21	482,890.91	32.46	160.82-
	ADJUSTMENT REFUNDS	1,237.75-	7,896.35-					
2017	330,112.81	615.45-	6,503.55-	5,779.34	50,664.36	272,944.90	15.66	160.82-
	ADJUSTMENT REFUNDS	129.80-	5,108.61-					
2016	232,755.89	305.44-	928.32-	3,987.19	25,691.49	206,136.08	11.08	155.99-
	ADJUSTMENT REFUNDS	.00	63.29-					
2015	211,032.27	311.29-	846.77-	2,341.38	18,368.57	191,816.93	8.74	155.99-
	ADJUSTMENT REFUNDS	.00	82.10-					
2014	129,257.53	162.19-	410.92-	739.96	9,047.09	119,799.52	7.02	162.19-
2013	97,825.34	162.19-	162.19-	301.76	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	197.28	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	385.59	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	141.27	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	215.59	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	127.07	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	295.34	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	312.45	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	363.27	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	0.00	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	11.35	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	0.47	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	0.00	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	0.00	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	22.54	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	76.26	477.03	76,574.44	.62	0.00
****	25,049,656.46	25,676.18-	89,567.93-	669,332.51	20,584,992.35	4,375,096.18		1,380.88-
	ADJUSTMENT REFUNDS	11,380.80-	31,295.87-					

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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
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CURRENT YEAR	0	0	0	0.649000	21,811.72	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	4,002.72	15,849.03	0.00	17,809.00	4,002.72	81.65	0.00
ADJUSTMENT REFUNDS		1,237.75-	7,896.35-					
2017	17,255.13	.00	12,639.48	0.00	28,996.78	897.83	97.00	0.00
ADJUSTMENT REFUNDS		129.80-	5,108.61-					
2016	25,390.50	.00	13,507.75	0.00	37,938.12	960.13	97.53	0.00
ADJUSTMENT REFUNDS		.00	63.29-					
2015	26,920.48	.00	14,339.30	0.00	40,243.99	1,015.79	97.54	0.00
ADJUSTMENT REFUNDS		.00	82.10-					
2014	21,366.40	.00	15,737.38	0.00	35,988.96	1,114.82	97.00	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	4,002.72	72,072.94	0.00	160,976.85	7,991.29		0.00
ADJUSTMENT REFUNDS		1,367.55-	13,150.35-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2020 TO 03/31/2020

INCLUDES 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	3,177,515,281		9,338,232-	3,168,177,049	0.717600	22,425,599.45		23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	20,686.53-	67,909.23-	627,843.18	20,231,242.90	2,194,356.55	90.21	48.23-
	ADJUSTMENT REFUNDS	10,013.25-	18,145.52-					
2018	733,394.11	944.28	3,416.73	26,191.22	249,917.21	486,893.63	33.92	160.82-
	ADJUSTMENT REFUNDS	1,237.75-	7,896.35-					
2017	347,367.94	615.45-	6,135.93	5,779.34	79,661.14	273,842.73	22.53	160.82-
	ADJUSTMENT REFUNDS	129.80-	5,108.61-					
2016	258,146.39	305.44-	12,579.43	3,987.19	63,629.61	207,096.21	23.50	155.99-
	ADJUSTMENT REFUNDS	.00	63.29-					
2015	237,952.75	311.29-	13,492.53	2,341.38	58,612.56	192,832.72	23.31	155.99-
	ADJUSTMENT REFUNDS	.00	82.10-					
2014	150,623.93	162.19-	15,326.46	739.96	45,036.05	120,914.34	27.14	162.19-
2013	97,825.34	162.19-	162.19-	301.76	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	197.28	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	385.59	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	141.27	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	215.59	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	127.07	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	295.34	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	312.45	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	363.27	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	0.00	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	11.35	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	0.47	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	0.00	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	0.00	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	22.54	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	76.26	477.03	76,574.44	.62	0.00
****	25,146,551.66	21,673.46-	17,494.99-	669,332.51	20,745,969.20	4,383,087.47		1,380.88-
	ADJUSTMENT REFUNDS	11,380.80-	31,295.87-					

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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
2019	M & O	.567100	15,988,208.19	.00	90,011.03	924,710.75-	15,153,508.47	.54	.00	.00	16,078,219.76
	I & S	.150500	4,243,034.71	.00	23,887.72	245,404.67-	4,021,517.76	.00	.00	.00	4,266,922.43
	TOTAL	.717600	20,231,242.90	.00	113,898.75	1,170,115.42-	19,175,026.23	.54	.00	.00	20,345,142.19
2018	M & O	.567100	202,817.55	.00	45,879.75	94,403.73	343,101.03	41,190.54	.00	.00	289,887.84
	I & S	.081900	29,290.66	.00	6,625.38	13,633.70	49,549.74	.00	.00	.00	35,916.04
	TOTAL	.649000	232,108.21	.00	52,505.13	108,037.43	392,650.77	41,190.54	.00	.00	325,803.88
2017	M & O	.567100	44,270.81	.00	16,087.51	5,543.61	65,901.93	10,414.64	.00	.00	70,772.96
	I & S	.081900	6,393.55	.00	2,323.34	800.61	9,517.50	.00	.00	.00	8,716.89
	TOTAL	.649000	50,664.36	.00	18,410.85	6,344.22	75,419.43	10,414.64	.00	.00	79,489.85
2016	M & O	.582100	22,866.94	.00	9,958.24	.00	32,825.18	4,963.17	.00	.00	37,788.35
	I & S	.071900	2,824.55	.00	1,230.04	.00	4,054.59	.00	.00	.00	4,054.59
	TOTAL	.654000	25,691.49	.00	11,188.28	.00	36,879.77	4,963.17	.00	.00	41,842.94
2015	M & O	.582100	16,349.07	.00	8,754.85	.00	25,103.92	3,673.36	.00	.00	28,777.28
	I & S	.071900	2,019.50	.00	1,081.34	.00	3,100.84	.00	.00	.00	3,100.84
	TOTAL	.654000	18,368.57	.00	9,836.19	.00	28,204.76	3,673.36	.00	.00	31,878.12
2014	M & O	.608100	8,090.53	.00	5,258.04	.00	13,348.57	1,970.66	.00	.00	15,319.23
	I & S	.071900	956.56	.00	621.67	.00	1,578.23	.00	.00	.00	1,578.23
	TOTAL	.680000	9,047.09	.00	5,879.71	.00	14,926.80	1,970.66	.00	.00	16,897.46
2013	M & O	.605000	3,193.78	.00	1,980.45	.00	5,174.23	494.36	.00	.00	5,668.59
	I & S	.075000	395.90	.00	245.52	.00	641.42	.00	.00	.00	641.42
	TOTAL	.680000	3,589.68	.00	2,225.97	.00	5,815.65	494.36	.00	.00	6,310.01
2012	M & O	.602600	2,338.16	.00	1,686.75	.00	4,024.91	381.97	.00	.00	4,406.88
	I & S	.077400	300.37	.00	216.62	.00	516.99	.00	.00	.00	516.99
	TOTAL	.680000	2,638.53	.00	1,903.37	.00	4,541.90	381.97	.00	.00	4,923.87
2011	M & O	.602100	1,649.61	.00	1,466.23	.00	3,115.84	374.33	.00	.00	3,490.17
	I & S	.077900	213.43	.00	189.73	.00	403.16	.00	.00	.00	403.16
	TOTAL	.680000	1,863.04	.00	1,655.96	.00	3,519.00	374.33	.00	.00	3,893.33
2010	M & O	.601800	1,548.91	.00	1,514.64	.00	3,063.55	336.52	.00	.00	3,400.07
	I & S	.078200	201.24	.00	196.85	.00	398.09	.00	.00	.00	398.09
	TOTAL	.680000	1,750.15	.00	1,711.49	.00	3,461.64	336.52	.00	.00	3,798.16
2009	M & O	.601800	1,276.28	.00	1,404.30	.00	2,680.58	342.27	.00	.00	3,022.85
	I & S	.078200	165.83	.00	182.48	.00	348.31	.00	.00	.00	348.31
	TOTAL	.680000	1,442.11	.00	1,586.78	.00	3,028.89	342.27	.00	.00	3,371.16
2008	M & O	.602940	446.55	.00	601.77	.00	1,048.32	157.87	.00	.00	1,206.19
	I & S	.078910	58.44	.00	78.75	.00	137.19	.00	.00	.00	137.19
	TOTAL	.681850	504.99	.00	680.52	.00	1,185.51	157.87	.00	.00	1,343.38

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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
2007	M & O	.596130	940.26	.00	1,262.49	.00	2,202.75	285.88	.00	.00	2,488.63
	I & S	.086990	137.22	.00	184.21	.00	321.43	.00	.00	.00	321.43
	TOTAL	.683120	1,077.48	.00	1,446.70	.00	2,524.18	285.88	.00	.00	2,810.06
2006	M & O	.593130	777.85	.00	1,028.54	.00	1,806.39	179.56	.00	.00	1,985.95
	I & S	.089990	118.02	.00	156.04	.00	274.06	.00	.00	.00	274.06
	TOTAL	.683120	895.87	.00	1,184.58	.00	2,080.45	179.56	.00	.00	2,260.01
2005	M & O	.593130	1,516.08	.00	2,213.61	.00	3,729.69	264.16	.00	.00	3,993.85
	I & S	.089990	230.01	.00	335.83	.00	565.84	.00	.00	.00	565.84
	TOTAL	.683120	1,746.09	.00	2,549.44	.00	4,295.53	264.16	.00	.00	4,559.69
2004	M & O	.601650	381.41	.00	695.25	.00	1,076.66	100.46	.00	.00	1,177.12
	I & S	.081470	51.65	.00	94.14	.00	145.79	.00	.00	.00	145.79
	TOTAL	.683120	433.06	.00	789.39	.00	1,222.45	100.46	.00	.00	1,322.91
2003	M & O	.596220	323.59	.00	555.61	.00	879.20	38.72	.00	.00	917.92
	I & S	.086900	47.17	.00	81.00	.00	128.17	.00	.00	.00	128.17
	TOTAL	.683120	370.76	.00	636.61	.00	1,007.37	38.72	.00	.00	1,046.09
2002	M & O	.590210	106.09	.00	212.53	.00	318.62	36.45	.00	.00	355.07
	I & S	.099790	17.94	.00	35.92	.00	53.86	.00	.00	.00	53.86
	TOTAL	.690000	124.03	.00	248.45	.00	372.48	36.45	.00	.00	408.93
2001	M & O	.564720	223.96	.00	480.21	.00	704.17	35.92	.00	.00	740.09
	I & S	.097590	38.69	.00	82.99	.00	121.68	.00	.00	.00	121.68
	TOTAL	.662310	262.65	.00	563.20	.00	825.85	35.92	.00	.00	861.77
2000	M & O	.533960	154.23	.00	340.25	.00	494.48	36.10	.00	.00	530.58
	I & S	.108350	31.30	.00	69.04	.00	100.34	.00	.00	.00	100.34
	TOTAL	.642310	185.53	.00	409.29	.00	594.82	36.10	.00	.00	630.92
1999	M & O	.529360	419.27	.00	917.58	.00	1,336.85	97.60	.00	.00	1,434.45
	I & S	.112950	89.46	.00	195.80	.00	285.26	.00	.00	.00	285.26
	TOTAL	.642310	508.73	.00	1,113.38	.00	1,622.11	97.60	.00	.00	1,719.71
1998	M & O	.505610	168.22	.00	402.82	.00	571.04	71.65	.00	.00	642.69
	I & S	.124390	41.39	.00	99.12	.00	140.51	.00	.00	.00	140.51
	TOTAL	.630000	209.61	.00	501.94	.00	711.55	71.65	.00	.00	783.20
1997	M & O	.524810	75.76	.00	201.68	.00	277.44	45.46	.00	.00	322.90
	I & S	.075190	10.85	.00	28.90	.00	39.75	.00	.00	.00	39.75
	TOTAL	.600000	86.61	.00	230.58	.00	317.19	45.46	.00	.00	362.65
1996	M & O	.516090	155.53	.00	386.00	.00	541.53	43.93	.00	.00	585.46
	I & S	.083910	25.28	.00	62.76	.00	88.04	.00	.00	.00	88.04
	TOTAL	.600000	180.81	.00	448.76	.00	629.57	43.93	.00	.00	673.50

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		16,298,298.63	.00	193,300.13	824,763.41-	15,666,835.35	65,536.12	.00	.00	16,557,134.88
ALL	I & S		4,286,693.72	.00	38,305.19	230,970.36-	4,094,028.55	.00	.00	.00	4,324,998.91
ALL	TOTAL		20,584,992.35	.00	231,605.32	1,055,733.77-	19,760,863.90	65,536.12	.00	.00	20,882,133.79
DLQ	M & O		310,090.44	.00	103,289.10	99,947.34	513,326.88	65,535.58	.00	.00	478,915.12
DLQ	I & S		43,659.01	.00	14,417.47	14,434.31	72,510.79	.00	.00	.00	58,076.48
DLQ	TOTAL		353,749.45	.00	117,706.57	114,381.65	585,837.67	65,535.58	.00	.00	536,991.60
CURR	M & O		15,988,208.19	.00	90,011.03	924,710.75-	15,153,508.47	.54	.00	.00	16,078,219.76
CURR	I & S		4,243,034.71	.00	23,887.72	245,404.67-	4,021,517.76	.00	.00	.00	4,266,922.43
CURR	TOTAL		20,231,242.90	.00	113,898.75	1,170,115.42-	19,175,026.23	.54	.00	.00	20,345,142.19

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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
2019	M & O	.567100	15,988,208.19	.00	90,011.03	924,710.75-	15,153,508.47	.54	.00	.00	16,078,219.76
	I & S	.150500	4,243,034.71	.00	23,887.72	245,404.67-	4,021,517.76	.00	.00	.00	4,266,922.43
	TOTAL	.717600	20,231,242.90	.00	113,898.75	1,170,115.42-	19,175,026.23	.54	.00	.00	20,345,142.19
2018	M & O	.567100	218,379.16	.00	45,879.75	90,049.74	354,308.65	41,190.54	.00	.00	305,449.45
	I & S	.081900	31,538.05	.00	6,625.38	13,004.91	51,168.34	.00	.00	.00	38,163.43
	TOTAL	.649000	249,917.21	.00	52,505.13	103,054.65	405,476.99	41,190.54	.00	.00	343,612.88
2017	M & O	.567100	69,608.36	.00	16,087.51	5,543.61	91,239.48	10,414.64	.00	.00	96,110.51
	I & S	.081900	10,052.78	.00	2,323.34	800.61	13,176.73	.00	.00	.00	12,376.12
	TOTAL	.649000	79,661.14	.00	18,410.85	6,344.22	104,416.21	10,414.64	.00	.00	108,486.63
2016	M & O	.582100	56,634.19	.00	10,397.77	.00	67,031.96	4,963.17	.00	.00	71,995.13
	I & S	.071900	6,995.42	.00	1,284.33	.00	8,279.75	.00	.00	.00	8,279.75
	TOTAL	.654000	63,629.61	.00	11,682.10	.00	75,311.71	4,963.17	.00	.00	80,274.88
2015	M & O	.582100	52,168.68	.00	9,220.76	.00	61,389.44	3,673.36	.00	.00	65,062.80
	I & S	.071900	6,443.88	.00	1,138.89	.00	7,582.77	.00	.00	.00	7,582.77
	TOTAL	.654000	58,612.56	.00	10,359.65	.00	68,972.21	3,673.36	.00	.00	72,645.57
2014	M & O	.608100	40,274.18	.00	5,258.04	.00	45,532.22	1,970.66	.00	.00	47,502.88
	I & S	.071900	4,761.87	.00	621.67	.00	5,383.54	.00	.00	.00	5,383.54
	TOTAL	.680000	45,036.05	.00	5,879.71	.00	50,915.76	1,970.66	.00	.00	52,886.42
2013	M & O	.605000	3,193.78	.00	1,980.45	.00	5,174.23	494.36	.00	.00	5,668.59
	I & S	.075000	395.90	.00	245.52	.00	641.42	.00	.00	.00	641.42
	TOTAL	.680000	3,589.68	.00	2,225.97	.00	5,815.65	494.36	.00	.00	6,310.01
2012	M & O	.602600	2,338.16	.00	1,686.75	.00	4,024.91	381.97	.00	.00	4,406.88
	I & S	.077400	300.37	.00	216.62	.00	516.99	.00	.00	.00	516.99
	TOTAL	.680000	2,638.53	.00	1,903.37	.00	4,541.90	381.97	.00	.00	4,923.87
2011	M & O	.602100	1,649.61	.00	1,466.23	.00	3,115.84	374.33	.00	.00	3,490.17
	I & S	.077900	213.43	.00	189.73	.00	403.16	.00	.00	.00	403.16
	TOTAL	.680000	1,863.04	.00	1,655.96	.00	3,519.00	374.33	.00	.00	3,893.33
2010	M & O	.601800	1,548.91	.00	1,514.64	.00	3,063.55	336.52	.00	.00	3,400.07
	I & S	.078200	201.24	.00	196.85	.00	398.09	.00	.00	.00	398.09
	TOTAL	.680000	1,750.15	.00	1,711.49	.00	3,461.64	336.52	.00	.00	3,798.16
2009	M & O	.601800	1,276.28	.00	1,404.30	.00	2,680.58	342.27	.00	.00	3,022.85
	I & S	.078200	165.83	.00	182.48	.00	348.31	.00	.00	.00	348.31
	TOTAL	.680000	1,442.11	.00	1,586.78	.00	3,028.89	342.27	.00	.00	3,371.16
2008	M & O	.602940	446.55	.00	601.77	.00	1,048.32	157.87	.00	.00	1,206.19
	I & S	.078910	58.44	.00	78.75	.00	137.19	.00	.00	.00	137.19
	TOTAL	.681850	504.99	.00	680.52	.00	1,185.51	157.87	.00	.00	1,343.38

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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
2007	M & O	.596130	940.26	.00	1,262.49	.00	2,202.75	285.88	.00	.00	2,488.63
	I & S	.086990	137.22	.00	184.21	.00	321.43	.00	.00	.00	321.43
	TOTAL	.683120	1,077.48	.00	1,446.70	.00	2,524.18	285.88	.00	.00	2,810.06
2006	M & O	.593130	777.85	.00	1,028.54	.00	1,806.39	179.56	.00	.00	1,985.95
	I & S	.089990	118.02	.00	156.04	.00	274.06	.00	.00	.00	274.06
	TOTAL	.683120	895.87	.00	1,184.58	.00	2,080.45	179.56	.00	.00	2,260.01
2005	M & O	.593130	1,516.08	.00	2,213.61	.00	3,729.69	264.16	.00	.00	3,993.85
	I & S	.089990	230.01	.00	335.83	.00	565.84	.00	.00	.00	565.84
	TOTAL	.683120	1,746.09	.00	2,549.44	.00	4,295.53	264.16	.00	.00	4,559.69
2004	M & O	.601650	381.41	.00	695.25	.00	1,076.66	100.46	.00	.00	1,177.12
	I & S	.081470	51.65	.00	94.14	.00	145.79	.00	.00	.00	145.79
	TOTAL	.683120	433.06	.00	789.39	.00	1,222.45	100.46	.00	.00	1,322.91
2003	M & O	.596220	323.59	.00	555.61	.00	879.20	38.72	.00	.00	917.92
	I & S	.086900	47.17	.00	81.00	.00	128.17	.00	.00	.00	128.17
	TOTAL	.683120	370.76	.00	636.61	.00	1,007.37	38.72	.00	.00	1,046.09
2002	M & O	.590210	106.09	.00	212.53	.00	318.62	36.45	.00	.00	355.07
	I & S	.099790	17.94	.00	35.92	.00	53.86	.00	.00	.00	53.86
	TOTAL	.690000	124.03	.00	248.45	.00	372.48	36.45	.00	.00	408.93
2001	M & O	.564720	223.96	.00	480.21	.00	704.17	35.92	.00	.00	740.09
	I & S	.097590	38.69	.00	82.99	.00	121.68	.00	.00	.00	121.68
	TOTAL	.662310	262.65	.00	563.20	.00	825.85	35.92	.00	.00	861.77
2000	M & O	.533960	154.23	.00	340.25	.00	494.48	36.10	.00	.00	530.58
	I & S	.108350	31.30	.00	69.04	.00	100.34	.00	.00	.00	100.34
	TOTAL	.642310	185.53	.00	409.29	.00	594.82	36.10	.00	.00	630.92
1999	M & O	.529360	419.27	.00	917.58	.00	1,336.85	97.60	.00	.00	1,434.45
	I & S	.112950	89.46	.00	195.80	.00	285.26	.00	.00	.00	285.26
	TOTAL	.642310	508.73	.00	1,113.38	.00	1,622.11	97.60	.00	.00	1,719.71
1998	M & O	.505610	168.22	.00	402.82	.00	571.04	71.65	.00	.00	642.69
	I & S	.124390	41.39	.00	99.12	.00	140.51	.00	.00	.00	140.51
	TOTAL	.630000	209.61	.00	501.94	.00	711.55	71.65	.00	.00	783.20
1997	M & O	.524810	75.76	.00	201.68	.00	277.44	45.46	.00	.00	322.90
	I & S	.075190	10.85	.00	28.90	.00	39.75	.00	.00	.00	39.75
	TOTAL	.600000	86.61	.00	230.58	.00	317.19	45.46	.00	.00	362.65
1996	M & O	.516090	155.53	.00	386.00	.00	541.53	43.93	.00	.00	585.46
	I & S	.083910	25.28	.00	62.76	.00	88.04	.00	.00	.00	88.04
	TOTAL	.600000	180.81	.00	448.76	.00	629.57	43.93	.00	.00	673.50

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		16,440,968.30	.00	194,205.57	829,117.40-	15,806,056.47	65,536.12	.00	.00	16,700,709.99
ALL	I & S		4,305,000.90	.00	38,417.03	231,599.15-	4,111,818.78	.00	.00	.00	4,343,417.93
ALL	TOTAL		20,745,969.20	.00	232,622.60	1,060,716.55-	19,917,875.25	65,536.12	.00	.00	21,044,127.92
DLQ	M & O		452,760.11	.00	104,194.54	95,593.35	652,548.00	65,535.58	.00	.00	622,490.23
DLQ	I & S		61,966.19	.00	14,529.31	13,805.52	90,301.02	.00	.00	.00	76,495.50
DLQ	TOTAL		514,726.30	.00	118,723.85	109,398.87	742,849.02	65,535.58	.00	.00	698,985.73
CURR	M & O		15,988,208.19	.00	90,011.03	924,710.75-	15,153,508.47	.54	.00	.00	16,078,219.76
CURR	I & S		4,243,034.71	.00	23,887.72	245,404.67-	4,021,517.76	.00	.00	.00	4,266,922.43
CURR	TOTAL		20,231,242.90	.00	113,898.75	1,170,115.42-	19,175,026.23	.54	.00	.00	20,345,142.19

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515.281	9,338,232-	3,168,177.049	00.717600	22,425,599.45	23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	67,909.23-	67,909.23-	20,231,242.90	20,231,242.90	2,194,356.55	90.21	48.23-
2018	727,431.42	12,432.30-	12,432.30-	232,108.21	232,108.21	482,890.91	32.46	160.82-
2017	330,112.81	6,503.55-	6,503.55-	50,664.36	50,664.36	272,944.90	15.66	160.82-
2016	232,755.89	928.32-	928.32-	25,691.49	25,691.49	206,136.08	11.08	155.99-
2015	211,032.27	846.77-	846.77-	18,368.57	18,368.57	191,816.93	8.74	155.99-
2014	129,257.53	410.92-	410.92-	9,047.09	9,047.09	119,799.52	7.02	162.19-
2013	97,825.34	162.19-	162.19-	3,589.68	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	2,638.53	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	1,863.04	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	1,750.15	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	1,442.11	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	504.99	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	1,077.48	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	895.87	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	1,746.09	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	433.06	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	370.76	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	124.03	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	262.65	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	185.53	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	508.73	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	477.03	477.03	76,574.44	.62	0.00
****	25,049,656.46	89,567.93-	89,567.93-	20,584,992.35	20,584,992.35	4,375,096.18		1,380.88-

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	21,811.72	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	15,849.03	15,849.03	17,809.00	17,809.00	4,002.72	81.65	0.00
2017	17,255.13	12,639.48	12,639.48	28,996.78	28,996.78	897.83	97.00	0.00
2016	25,390.50	13,507.75	13,507.75	37,938.12	37,938.12	960.13	97.53	0.00
2015	26,920.48	14,339.30	14,339.30	40,243.99	40,243.99	1,015.79	97.54	0.00
2014	21,366.40	15,737.38	15,737.38	35,988.96	35,988.96	1,114.82	97.00	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	72,072.94	72,072.94	160,976.85	160,976.85	7,991.29		0.00

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	9,338,232-	3,168,177,049	00.717600	22,425,599.45	23,455
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	67,909.23-	67,909.23-	20,231,242.90	20,231,242.90	2,194,356.55	90.21	48.23-
2018	733,394.11	3,416.73	3,416.73	249,917.21	249,917.21	486,893.63	33.92	160.82-
2017	347,367.94	6,135.93	6,135.93	79,661.14	79,661.14	273,842.73	22.53	160.82-
2016	258,146.39	12,579.43	12,579.43	63,629.61	63,629.61	207,096.21	23.50	155.99-
2015	237,952.75	13,492.53	13,492.53	58,612.56	58,612.56	192,832.72	23.31	155.99-
2014	150,623.93	15,326.46	15,326.46	45,036.05	45,036.05	120,914.34	27.14	162.19-
2013	97,825.34	162.19-	162.19-	3,589.68	3,589.68	94,073.47	3.68	162.19-
2012	94,051.99	162.19-	162.19-	2,638.53	2,638.53	91,251.27	2.81	162.19-
2011	85,836.93	162.19-	162.19-	1,863.04	1,863.04	83,811.70	2.17	162.19-
2010	82,281.11	50.27-	50.27-	1,750.15	1,750.15	80,480.69	2.13	50.27-
2009	79,251.23	.00	0.00	1,442.11	1,442.11	77,809.12	1.82	0.00
2008	63,695.43	.00	0.00	504.99	504.99	63,190.44	.79	0.00
2007	57,133.13	.00	0.00	1,077.48	1,077.48	56,055.65	1.89	0.00
2006	53,739.43	.00	0.00	895.87	895.87	52,843.56	1.67	0.00
2005	48,478.67	.00	0.00	1,746.09	1,746.09	46,732.58	3.60	0.00
2004	47,876.31	.00	0.00	433.06	433.06	47,443.25	.90	0.00
2003	39,198.36	.00	0.00	370.76	370.76	38,827.60	.95	0.00
2002	33,960.08	.00	0.00	124.03	124.03	33,836.05	.37	0.00
2001	25,340.86	.00	0.00	262.65	262.65	25,078.21	1.04	0.00
2000	22,184.32	.00	0.00	185.53	185.53	21,998.79	.84	0.00
1999	17,653.20	.00	0.00	508.73	508.73	17,144.47	2.88	0.00
1998	77,051.47	.00	0.00	477.03	477.03	76,574.44	.62	0.00
****	25,146,551.66	17,494.99-	17,494.99-	20,745,969.20	20,745,969.20	4,383,087.47		1,380.88-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: ALL

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			2,930.01	372.67	263.81	46.55	0.00	21.00	3,172.82
BY COUNTY 108			2,930.01	372.67	263.81	46.55	0.00	21.00	3,172.82
DELQ FOR 0032 CITY OF MISSION			435.13	38.28	224.57	19.93	0.00	2.91	656.79
BY COUNTY 108			435.13	38.28	224.57	19.93	0.00	2.91	656.79
TOTAL FOR 0032 CITY OF MISSION			3,365.14	410.95	488.38	66.48	0.00	23.91	3,829.61
BY COUNTY 108			3,365.14	410.95	488.38	66.48	0.00	23.91	3,829.61
CURR FOR 0033 CITY OF PHARR			19,761.07	1,863.91	1,252.56	119.98	0.00	99.18	20,914.45
BY COUNTY 108			19,761.07	1,863.91	1,252.56	119.98	0.00	99.18	20,914.45
DELQ FOR 0033 CITY OF PHARR			394.83	44.35	157.82	22.16	0.00	3.32	549.33
BY COUNTY 108			394.83	44.35	157.82	22.16	0.00	3.32	549.33
TOTAL FOR 0033 CITY OF PHARR			20,155.90	1,908.26	1,410.38	142.14	0.00	102.50	21,463.78
BY COUNTY 108			20,155.90	1,908.26	1,410.38	142.14	0.00	102.50	21,463.78
CURR FOR 0034 CITY OF PENITAS			866.34	78.76	77.97	7.08	0.00	4.29	940.02
BY COUNTY 108			866.34	78.76	77.97	7.08	0.00	4.29	940.02
DELQ FOR 0034 CITY OF PENITAS			21.48	4.17	8.17	1.59	0.00	0.29	29.36
BY COUNTY 108			21.48	4.17	8.17	1.59	0.00	0.29	29.36
TOTAL FOR 0034 CITY OF PENITAS			887.82	82.93	86.14	8.67	0.00	4.58	969.38
BY COUNTY 108			887.82	82.93	86.14	8.67	0.00	4.58	969.38
CURR FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0035 CITY OF LA JOYA			54.47	4.95	27.24	2.48	0.00	0.37	81.34
BY COUNTY 108			54.47	4.95	27.24	2.48	0.00	0.37	81.34
TOTAL FOR 0035 CITY OF LA JOYA			54.47	4.95	27.24	2.48	0.00	0.37	81.34
BY COUNTY 108			54.47	4.95	27.24	2.48	0.00	0.37	81.34
CURR FOR 0036 CITY OF PROGRESO			176.21	16.02	15.86	1.44	0.00	0.87	191.20
BY COUNTY 108			176.21	16.02	15.86	1.44	0.00	0.87	191.20
DELQ FOR 0036 CITY OF PROGRESO			152.52	15.45	39.66	4.02	0.00	0.97	191.21
BY COUNTY 108			152.52	15.45	39.66	4.02	0.00	0.97	191.21
TOTAL FOR 0036 CITY OF PROGRESO			328.73	31.47	55.52	5.46	0.00	1.84	382.41
BY COUNTY 108			328.73	31.47	55.52	5.46	0.00	1.84	382.41
CURR FOR 0037 CITY OF SAN JUAN			625.53	39.07	52.32	5.70	0.00	2.25	675.60
BY COUNTY 108			625.53	39.07	52.32	5.70	0.00	2.25	675.60
DELQ FOR 0037 CITY OF SAN JUAN			343.25	39.66	127.10	14.77	0.00	2.73	467.62
BY COUNTY 108			343.25	39.66	127.10	14.77	0.00	2.73	467.62
TOTAL FOR 0037 CITY OF SAN JUAN			968.78	78.73	179.42	20.47	0.00	4.98	1,143.22
BY COUNTY 108			968.78	78.73	179.42	20.47	0.00	4.98	1,143.22
CURR FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0039 CITY OF SULLIVAN			28.66	5.58	17.61	3.29	0.00	0.45	45.82
BY COUNTY 108			28.66	5.58	17.61	3.29	0.00	0.45	45.82
TOTAL FOR 0039 CITY OF SULLIVAN			28.66	5.58	17.61	3.29	0.00	0.45	45.82
BY COUNTY 108			28.66	5.58	17.61	3.29	0.00	0.45	45.82



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for April 6, 2020 Regular Called Meeting.

Classification: Consent

(* 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
City Management Office

Created/Initiated - 4/14/2020
Final Approval - 4/16/2020

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 6, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 6, 2020 via videoconference and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Roberto “Bobby” Carrillo
Comm. Ramiro Caballero

**BOARD OF COMMISSIONERS PRESENT
VIA VIDEOCONFERENCE:** Comm. Eleazar Guajardo
Comm. Daniel Chavez
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina

STAFF PRESENT: Edward Wylie, Interim City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Anali Alanis, ACM/HR Director
Jose A. Luengo, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Comm. 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 BOARD

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ed Wylie, Interim City Manager, led in the pledge of allegiance and Comm. Guajardo said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

MINUTES: REGULAR CALLED MEETING
MARCH 2, 2020

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item. He stated projects were on track and stated questions could be entertained at this time.

B) SUBMISSION OF THE AUDITED FINANCIAL STATEMENTS FOR FY 2018-2019

Ed Wylie, Interim City Manager, introduced the item. He stated the audit was completed and there were no significant changes.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR MARCH 2, 2020 REGULAR CALLED MEETING AND MARCH 16, 2020 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION AUTHORIZING THE PURCHASE OF NEW FURNITURE FOR THE PHARR INTERNATIONAL BRIDGE ADMINISTRATIVE OFFICES THROUGH LONE STAR FURNISHING USING BUYBOARD CONTRACT 584-19 (PROJECT #1920-70-510-P018-001) (BRIDGE)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST PARK AVENUE. CUP#040213

2. FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS 0.071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1 LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 110 OF THE PHARR CODE OF ORDINANCES CREATING ARTICLE VIII - RESIDENTIAL COLLECTION STATION, PROVIDING FOR

COLLECTION AND DISPOSAL, DEFINING TERMS AND PRESCRIBING RATES (2ND READING) (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and recommended approval. Comm. Carrillo moved to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING SEVEN (7) REGULAR MEMBERS OF THE BUILDING AND STANDARDS COMMISSION (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and recommended re-appointment of Jaime Flores, Ramiro Espinosa, Hector Guerra, Sr., Ruben Escobar, Ramiro Gutierrez, Johnny Ramos the appointment of Roy Torres.

Comm. Carrillo moved to appoint Roy Torres and reappoint Jaime Flores, Ramiro Espinosa, Hector Guerra, Sr., Ruben Escobar, Ramiro Gutierrez, and Johnny Ramos to the Building and Standards Commission. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2020-19 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 FOR THE HI LINE 16" WATERLINE PROJECT (BID NO. 1819-60-583-C015-051) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and briefly explained this was the final change order in the amount of \$11,407.06. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR EARTHWORK MATERIAL HAULING AND RELATED RENTAL EQUIPMENT FOR THE PROPOSED CITYWIDE DRAINAGE DITCH WIDENING PROJECT (PROJECT #1920-60-582-S033-171) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was to expand the ditches to maximum capacity as part of the City's drainage improvements project. He explained the work would be done in-house and the bid was to haul off the dirt that would be generated and related rental equipment. He further stated the estimated cost would be no more than \$700,000 and recommended approval.

Mayor Hernandez briefly stated this would be for Pharr drainages only and asked staff to present an illustration of the project at the next meeting.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF ONE (1) 300KW NATURAL GAS GENERATOR FROM HOLT POWER SYSTEMS

USING SOURCEWELL CONTRACT 120617-CAT (PROJECT #1920-70-510-P019-001) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was part of the Pharr Bridge Administration Building and the cost was \$139,660. He further stated this was a budgeted item and recommended approval.

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R.L. ABATEMENT FOR THE PARTIAL DEMOLITION OF THE CITY HALL 1ST FLOOR RENOVATIONS PROJECT THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) PURCHASING COOPERATIVE (PROJECT #1920-40-510-C007-001) (PARKS)

Ed Wylie, Interim City Manager, introduced the item. He stated this was for the partial demolition of City Hall 1st floor and the estimated amount was \$160,000. He further stated this was a state contract and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF AGREEMENT (MOA) BETWEEN CITY OF PHARR AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO OPERATE THE INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) (COMMUNICATIONS)

Ed Wylie, Interim City Manager, introduced the item. He stated this would allow the Pharr Public Safety Communications to send emergency alert messages to the public via telephone, text, TV and radio and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, UTILIZING TLGC SEC. 252.022 (1) AND (2) PUBLIC CALAMITY EXEMPTION AND TO PRESERVE AND PROTECT THE PUBLIC HEALTH OR SAFETY AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR FACILITY CONDITION ASSESSMENTS AND EMERGENCY/DISASTER USABILITY ASSESSMENT OF CITY ALL PHARR CITY FACILITIES (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He stated this would provide an assessment of all city buildings to identify strengths and weaknesses. He further stated a formal proposal would be presented at the next meeting and recommended approval.

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

ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

None.

ITEM 10. RECONVENE

None.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:16 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 6th DAY OF APRIL 2020 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, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the Traffic Signal Loop Detector Replacement Project. (Project# 1920-40-510-S036-034)

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 Traffic Signal Loop Detector Replacement Project. These Traffic Signal Loops were identified by the the Public Works Department in _____ need _____ of _____ replacement.

Financial Consideration: Engineer's Opinion of Probable Cost is \$80,000

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for formal sealed bids for the Traffic Signal Loop Detector Replacement Project.

Alternatives: None

ROUTING:

Omar Anzaldua

Created/Initiated - 4/16/2020

Omar Anzaldua

Approved - 4/16/2020

Pilar Rodriguez

Approved - 4/16/2020

Ignacio Amezcua

Approved - 4/17/2020

Karla Moya
City Management Office

Approved - 4/17/2020
Final Approval - 4/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

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 - 4/14/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. **CUP#060104**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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#060104**

Financial Consideration:

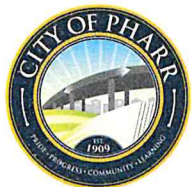
Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/14/2020
Approved - 4/14/2020
Approved - 4/15/2020
Approved - 4/15/2020
Final Approval - 4/16/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

April 20, 2020

Conditional Use Permit **Renewal** for ABC –

Pizza Properties, Inc.

Background:

Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 13th renewal for Peter Piper Pizza #63.

The property is located at 1715 South Cage Boulevard – Peter Piper Pizza #63. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_PIZZA PROPERTIES dba PETER PIPER PIZZA #63_2006

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

www.pharr-tx.gov



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#060104 (PETER PIPER PIZZA #63)

GENERAL INFORMATION:

APPLICANT: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1715 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North and South, Residential Mobile Home District (R-MH) to the East, and Planned Unit Development District (PUD) to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

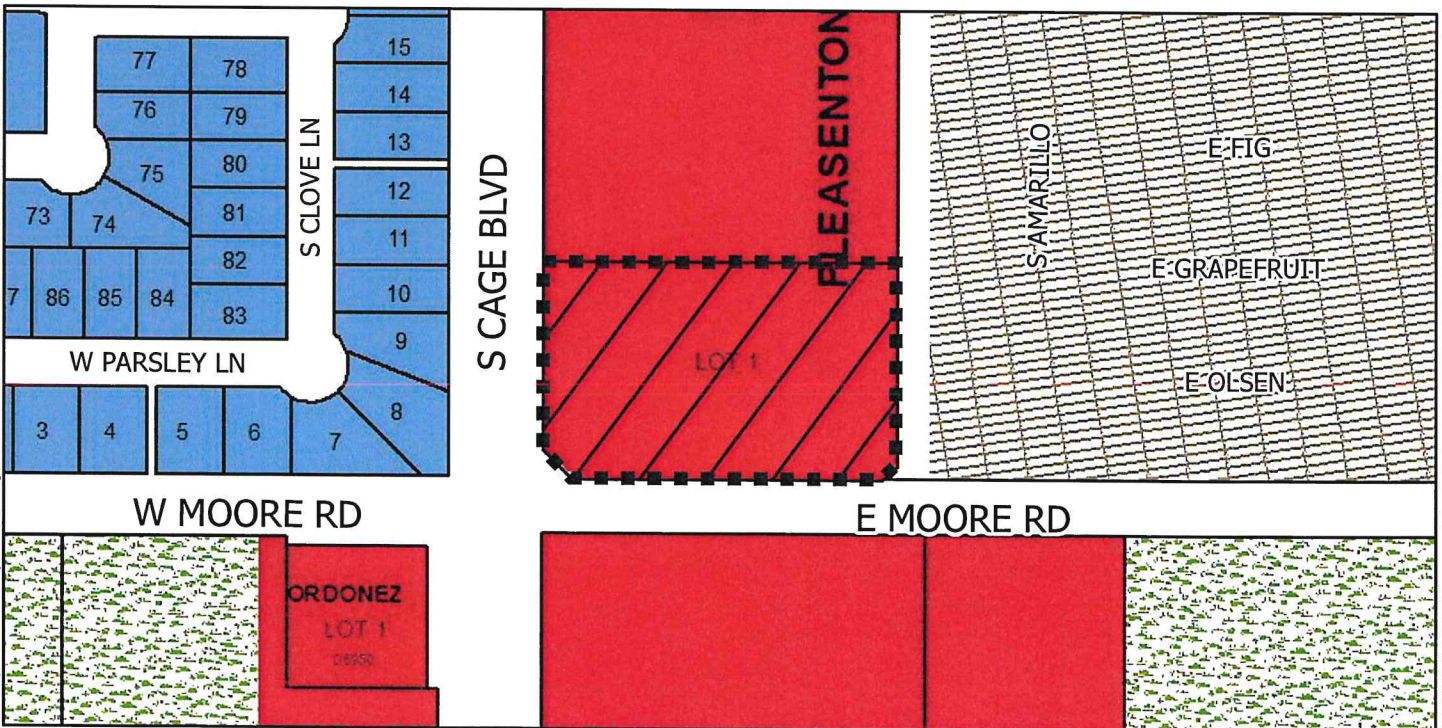
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
Pleasanton Lot 1
Peter Piper Pizza #63



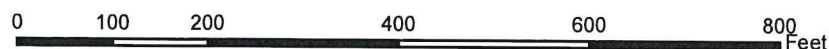
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- 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
956.702.5355

Scale: 1 inch = 200 feet



Date: 1/21/2020

G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\Pharr\Lot 1\WMD\CUP Renewal Pleasanton Lot 1.mxd



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: April 15, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Utility Trailer Sales Southeast Texas, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 4.00-acre tract of land, more or less, out of Lot 125, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Eldora Road. **COZ#200212**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Utility Trailer Sales Southeast Texas, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). **COZ#200212**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress and is compatible with the properties located on north and south. The zoning will also allow for reasonable use of the property and will promote compatibility with adjacent and nearby uses. The zoning will not have a detrimental impact to the neighborhood character and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 4/15/2020
Rita Galvan	Approved - 4/15/2020
Roland Gomez	Approved - 4/15/2020
Melanie Cano	Approved - 4/15/2020
City Management Office	Final Approval - 4/16/2020



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 20, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#200212

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: February 25, 2020

1. **Applicant:** Utility Trailer Sales Southeast Texas, Inc., owners.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I).
3. **Nature / Intent of Request:** In order to develop and construct additional parking area for the industrial warehouse and existing business located south of said property.

4. **Routing to Staff:**

A. Melanie Cano, Director

[Signature]
Initials

4/14/2020
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

[Signature]
Initials

4-14-2020
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

04/13/2020
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I): Being a 4.00-acre tract of land, more or less, out of Lot 125, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Eldora 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:

Utility Trailer Sales Southeast Texas, Inc., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop and construct additional parking area for the industrial warehouse and existing business located south of said property.

The subject site is located on the south side of East Eldora Road and physically located within the 300-400 Block of East Eldora Road. The property is legally described as being a 4.00-acre tract of land, more or less, out of Lot 125, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property and the property to the south and west were zoned Agricultural and/or Open Space District (A-O) and the property to the north was zoned to Limited Industrial District (L-I) on March 30, 1982, when the city adopted the current zoning ordinance we use today. On February 20, 2017, the property to the west was rezoned to Heavy Commercial District (H-C) and the property to the south was rezoned to Limited Industrial District (L-I) on January 17, 2006. A portion of the property to the north was rezoned from Limited Industrial District (L-I) to Single-Family Residential District (R-1) on May 16, 2013. The properties to the east were zoned on three (3) different dates, one was zoned to Single-Family Residential District (R-1) on January 03, 2006, the second was also zoned to Single-Family Residential District (R-1) on March 05, 1991, and the last was zoned to Residential Mobile-Home District (R-MH) on January 20, 1998. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

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

Seventeen (17) 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 from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress and is compatible with the properties located on north and south. The zoning will also allow for reasonable use of the property and will promote compatibility with adjacent and nearby uses. The zoning will not have a detrimental impact to the neighborhood character and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Utility Trailer Sales Southeast Texas, Inc., owners
APPLICANT

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

300-400 Block of East Eldora Road
ADDRESS

Limited Industrial District (L-I)
PROPOSED ZONE

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

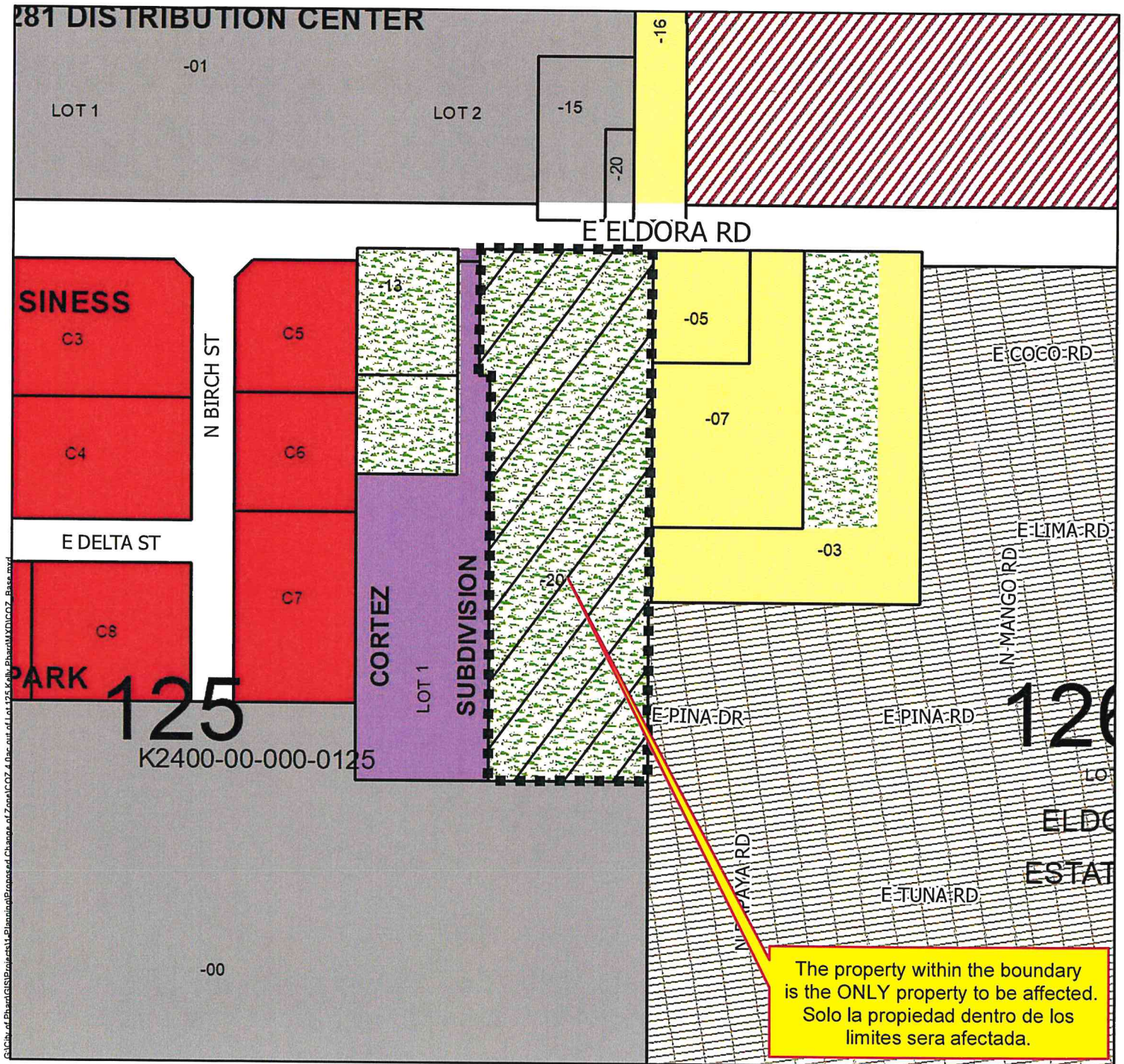
STAFF RECOMMENDATIONS:

Approval

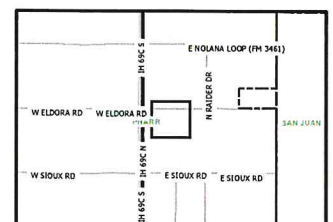
The property meets area requirements, has adequate ingress and egress and is compatible with the properties located on north and south. The zoning will also allow for reasonable use of the property and will promote compatibility with adjacent and nearby uses. The zoning will not have a detrimental impact to the neighborhood character and is in line with the Future Land Use Plan.

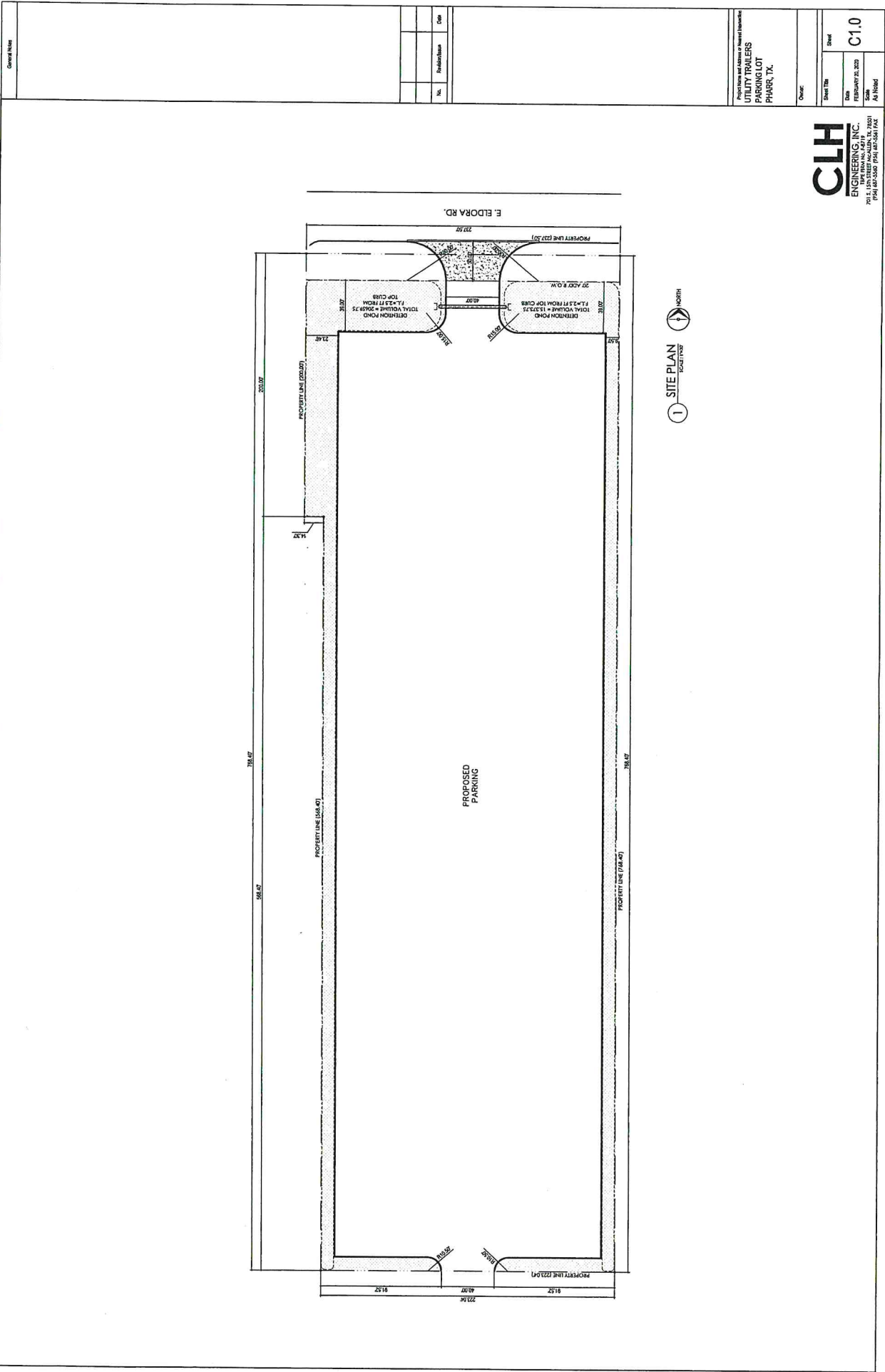
Della Robles, Planner I
PREPARED BY

March 17, 2020
DATE



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





CLH
ENGINEERING, INC.

7812 E. 15TH STREET, SUITE 100, PHARR, TX 77581
PHARR, TX 77581

Sheet No.

DATE

February 20, 2023

Scale

1/8" = 1'-0"

Project

UTILITY TRAILERS
PARKING LOT

PHARR, TX

Owner

Drawn

Checked

Reviewed

Approved

Stamp

Signature

Date

Project

Location

Scale

1/8" = 1'-0"

Project

Location

Scale

1/8" = 1'-0"

Project

Location

Scale

1/8" = 1'-0"

Project

Location

Scale

1/8" = 1'-0"





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: April 15, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Steve M. Gano, representing Oakcrest Management, Inc., 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 General Business District (C). The property is legally described as being the South 388.74' out of Lot 2, Storage Depot South Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6109 South Cage Boulevard. **COZ#200213**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Steve M. Gano, representing Oakcrest Management, Inc., 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 General Business District (C). **COZ#200213**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. 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 General Business District (C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/15/2020
Approved - 4/15/2020
Approved - 4/15/2020
Approved - 4/15/2020
Final Approval - 4/16/2020



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 20, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#200213
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: February 28, 2020

1. Applicant: Steve M. Gano, representing Oakcrest Management, Inc., owners.
2. Requested Action: Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).
3. Nature / Intent of Request: In order to develop the property for commercial use

4. Routing to Staff:

A. Melanie Cano, Director	 _____ Initials	 _____ Date	☒ Approval ☐ Denial
B. Planning Staff Recommendations	 _____ Initials	<u>4-14-2020</u> _____ Date	☒ Approval ☐ Denial
C. Planning and Zoning Commission	_____ Initials	<u>04/13/2020</u> _____ Date	☒ Approval ☐ Denial
D. City Attorney	_____ Initials	_____ Date	☐ Approval ☐ Denial
E. City Manager	_____ Initials	_____ Date	☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C): Being the South 388.74' out of Lot 2, Storage Depot South Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6109 South Cage Boulevard.

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:

Steve M. Gano, representing Oakcrest Management, Inc., 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 General Business District (C) in order to develop the property for commercial use.

The subject site is located on the east side of South Cage Boulevard with a physical address of 6109 South Cage Boulevard. The property is legally described as being the South 388.74 feet out of Lot 2, Storage Depot South Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard, a 120' -150' principal arterial that runs north and south with a posted speed limit of 40-55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The subject property and the properties to the north, east and south were zoned to Agricultural and/or Open Space District (A-O) on September 04, 1990. The property to the west was zoned General Business District (C) on March 20, 1984. 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 General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

Fifteen (15) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one (1) telephone call for information only.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. 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 General Business District (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.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Steve M. Gano, representing Oakcrest Management, Inc., owners
APPLICANT

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

6109 South Cage Boulevard
ADDRESS

General Business District (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:

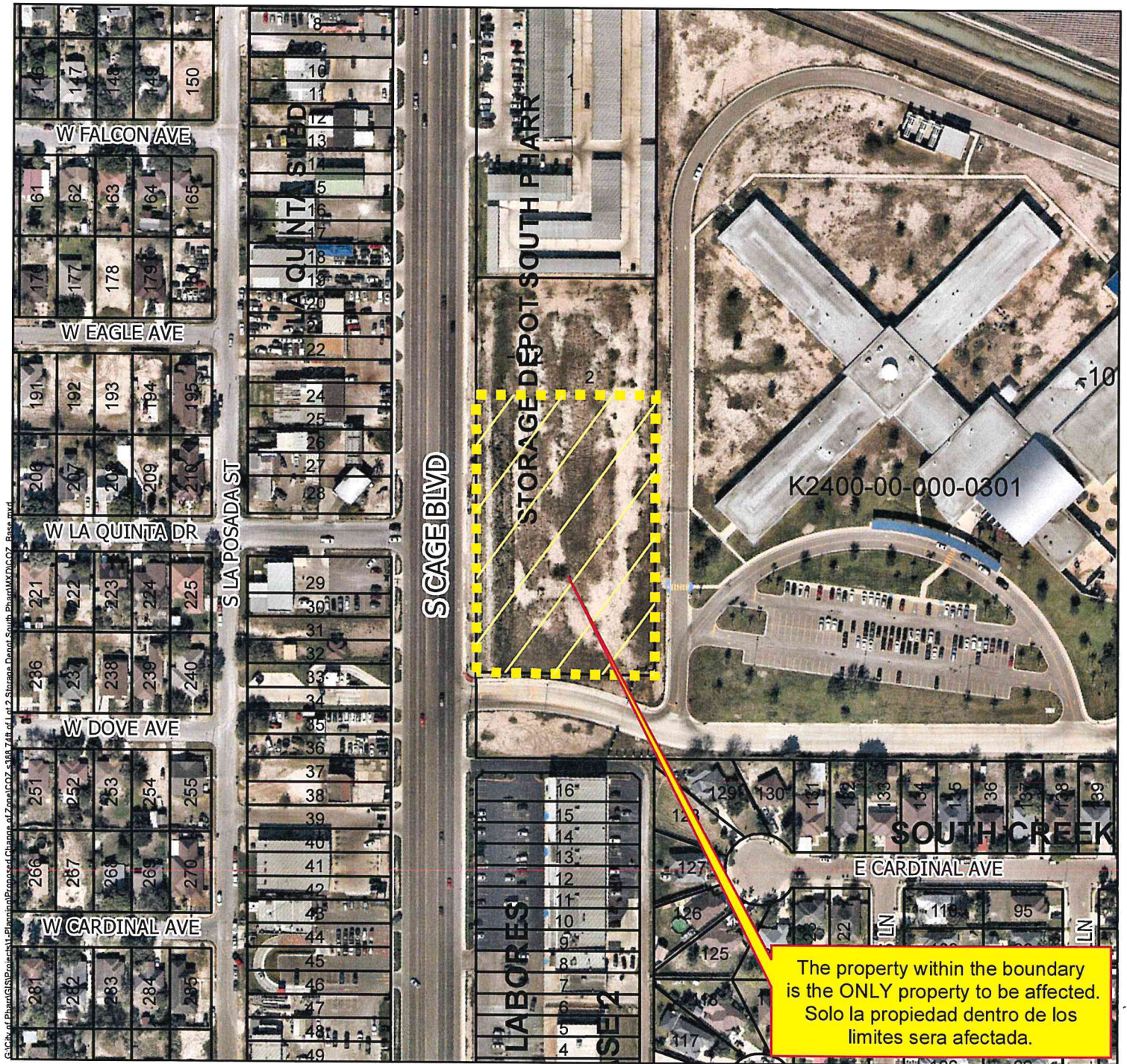
Approval

The property meets area requirements, has adequate ingress and egress and is compatible with the surrounding properties and is in line with the Future Land Use Plan.

Della Robles, Planner I
PREPARED BY

March 17, 2020
DATE

Proposed Change of Zone
south 388.74ft of Lot 2, Storage Depot South Pharr
Steve M Gano/ Oakcrest Management, Inc



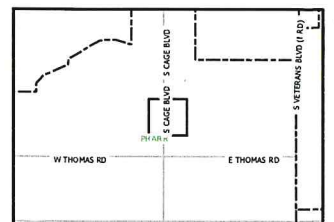
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 3/2/2020

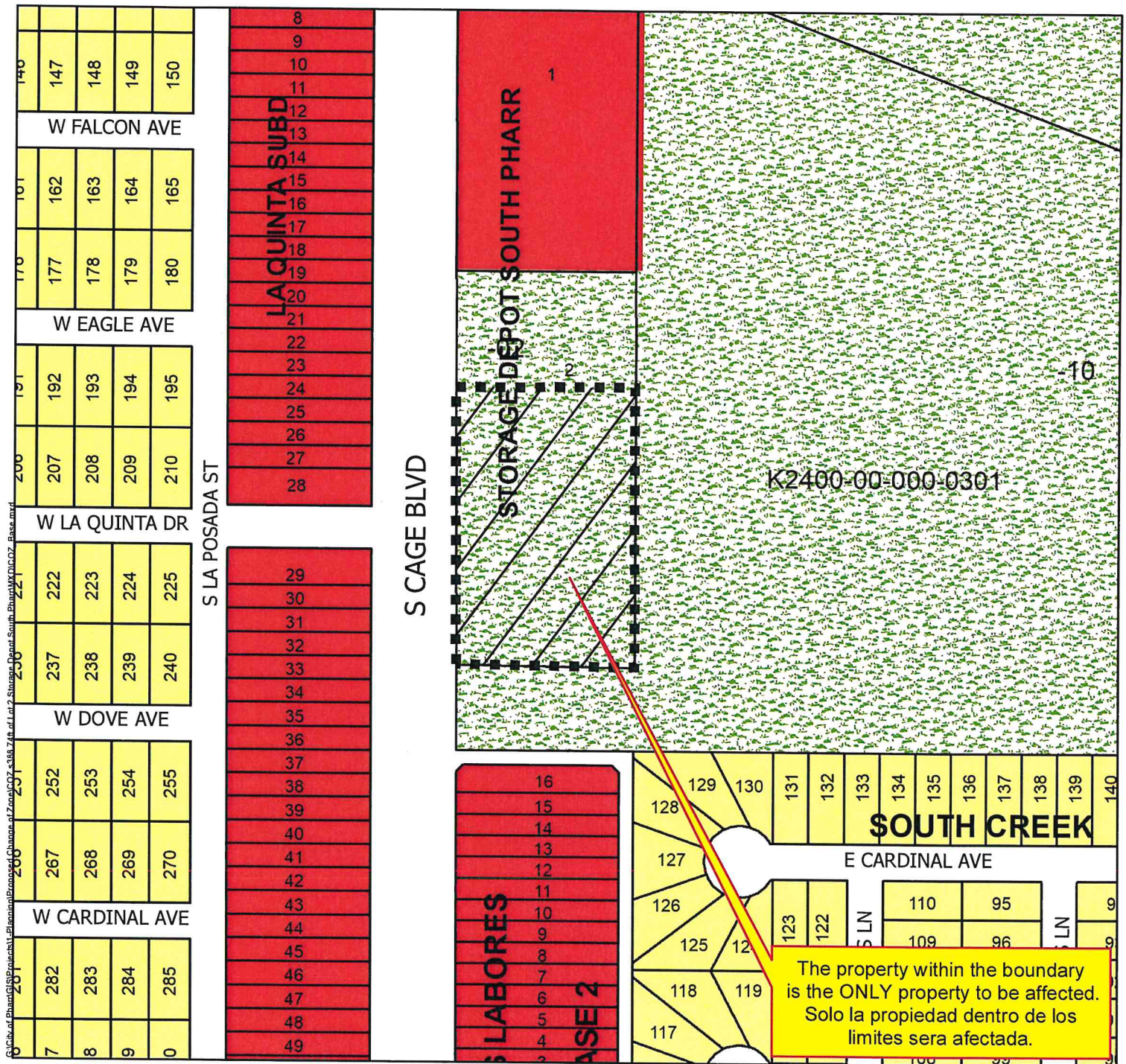
Scale: 1 inch = 200 feet



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



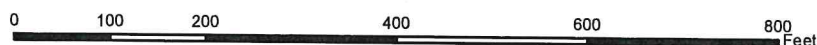
Proposed Change of Zone
south 388.74ft of Lot 2, Storage Depot South Pharr
Steve M Gano/ Oakcrest Management, Inc.



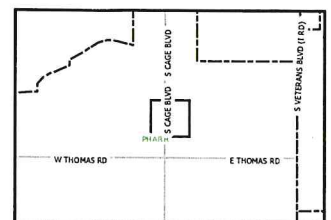
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet



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



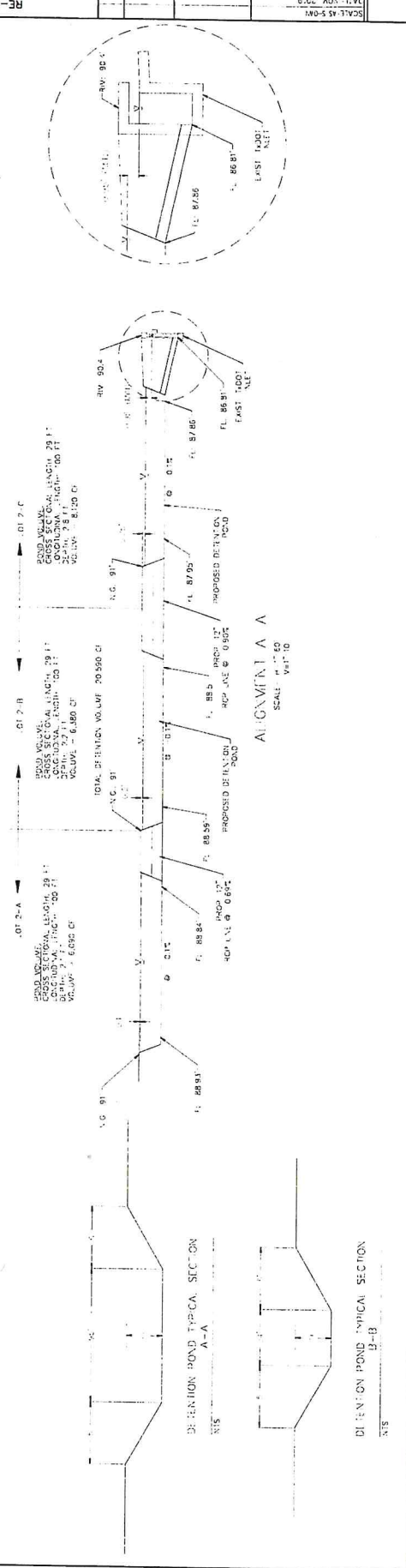
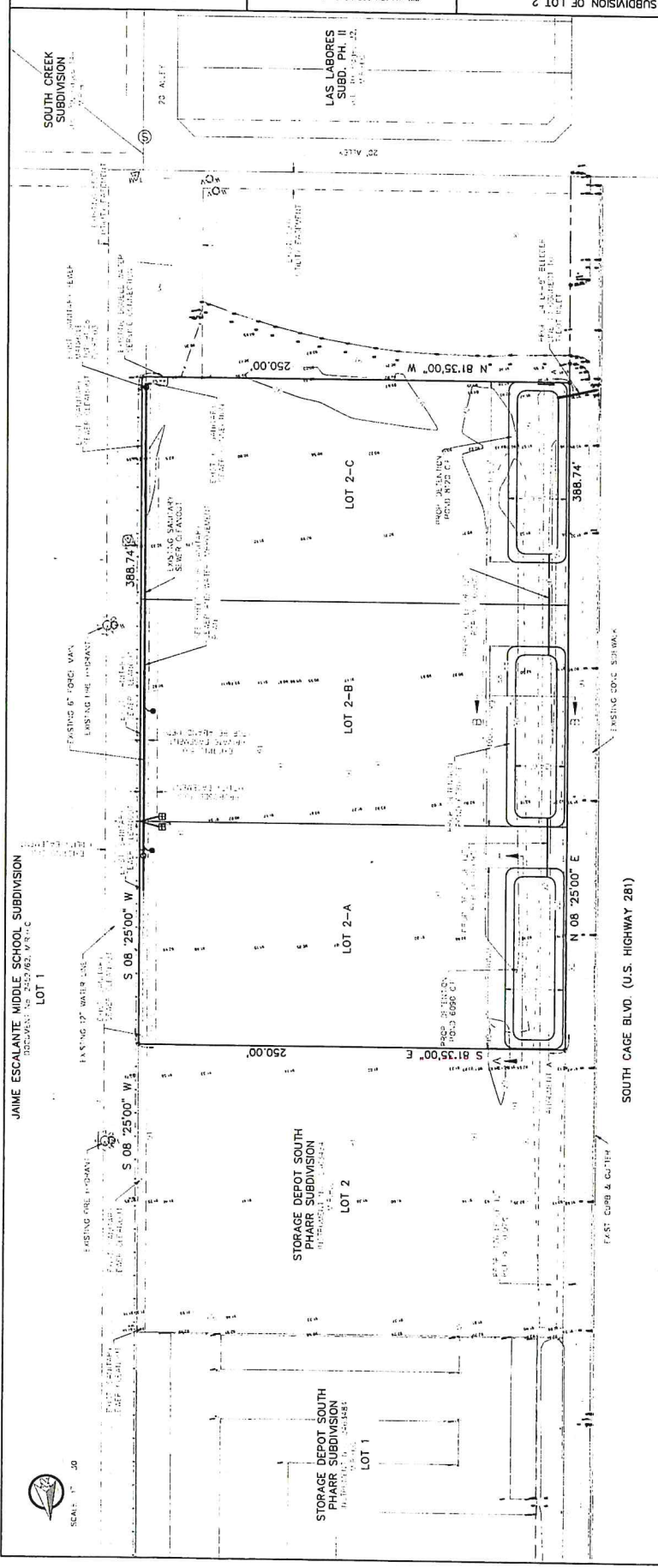
Date: 3/2/2020

AB	ELVC	NO.5A31	
			AB 0101-0
			AB 0101-0
			On 16 MAY 60
			AB 0101-0
			On 16
			6.00 MON 17.00
			MO-5 54-7.00

STORAGE DEPOT SOUTH PHARR SUBD.
TOPOGRAPHY MAP AND
DRAINAGE IMPROVEMENTS

THESE DOCUMENTS ARE OF OPEN HOUSE
AND ARE RELEASED FOR CONSIDERATION OF
PERMITTING AGENCIES TO CONDUCT
AN INVESTIGATION OF THE MATTER
AND TO OBTAIN INFORMATION FROM THE
DOCUMENTS.

H. Guiterrez Corporation
Professional Engineers & Land Surveyors
100 E. PARK AVENUE • PLANO, TEXAS 75077
(214) 895-7022 • FAX (214) 895-7022







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: April 15, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: 5M Real Estate, L.L.C. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being a 1.351-acre tract of land, more or less, out of Lot 158, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Ferguson Avenue (rear). **COZ#200315**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: 5M Real Estate, L.L.C. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). **COZ#200315**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) as the property meets area requirements, have adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/15/2020
Approved - 4/15/2020
Approved - 4/15/2020
Approved - 4/15/2020
Final Approval - 4/16/2020



☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1): Being a 1.351-acre tract of land, more or less, out of Lot 158, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 300-400 Block of East Ferguson Avenue (rear).
--

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:

5M Real Estate, L.L.C., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) in order to develop and construct a single-family residential home on said lot.

The subject site is located on the south side of East Ferguson Avenue with a physical address of 300-400 Block of East Ferguson Avenue (rear). The property is legally described as being a 1.351-acre tract of land, more or less, out of Lot 158, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Cypress Street, a proposed 50'-60' local street which will have a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property to the north was zoned to Agricultural and/or Open Space District (A-O), the property to the south was zoned to General Business District (C) and the property to the west was zoned to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the current zoning ordinance we use today. On February 15, 2000, the property to the east was zoned to Single-Family Residential District (R-1). 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 Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Sixteen (16) letters were mailed out to the surrounding property owner 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 from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) as the property meets area requirements, have adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

5M Real Estate, L.L.C., owners,
APPLICANT

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

300-400 Block of East Ferguson Avenue (rear)
ADDRESS

Single-Family Residential District (R-1)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress, is in line with the Future Land Use Plan.

This zoning would allow for reasonable use of the property, and will promote compatibility with adjacent and nearby uses and will not result in detrimental impact to the neighborhood character.

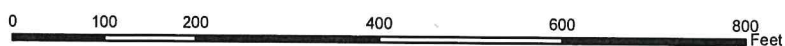
Della Robles, Planner I
PREPARED BY

April 7, 2020
DATE



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

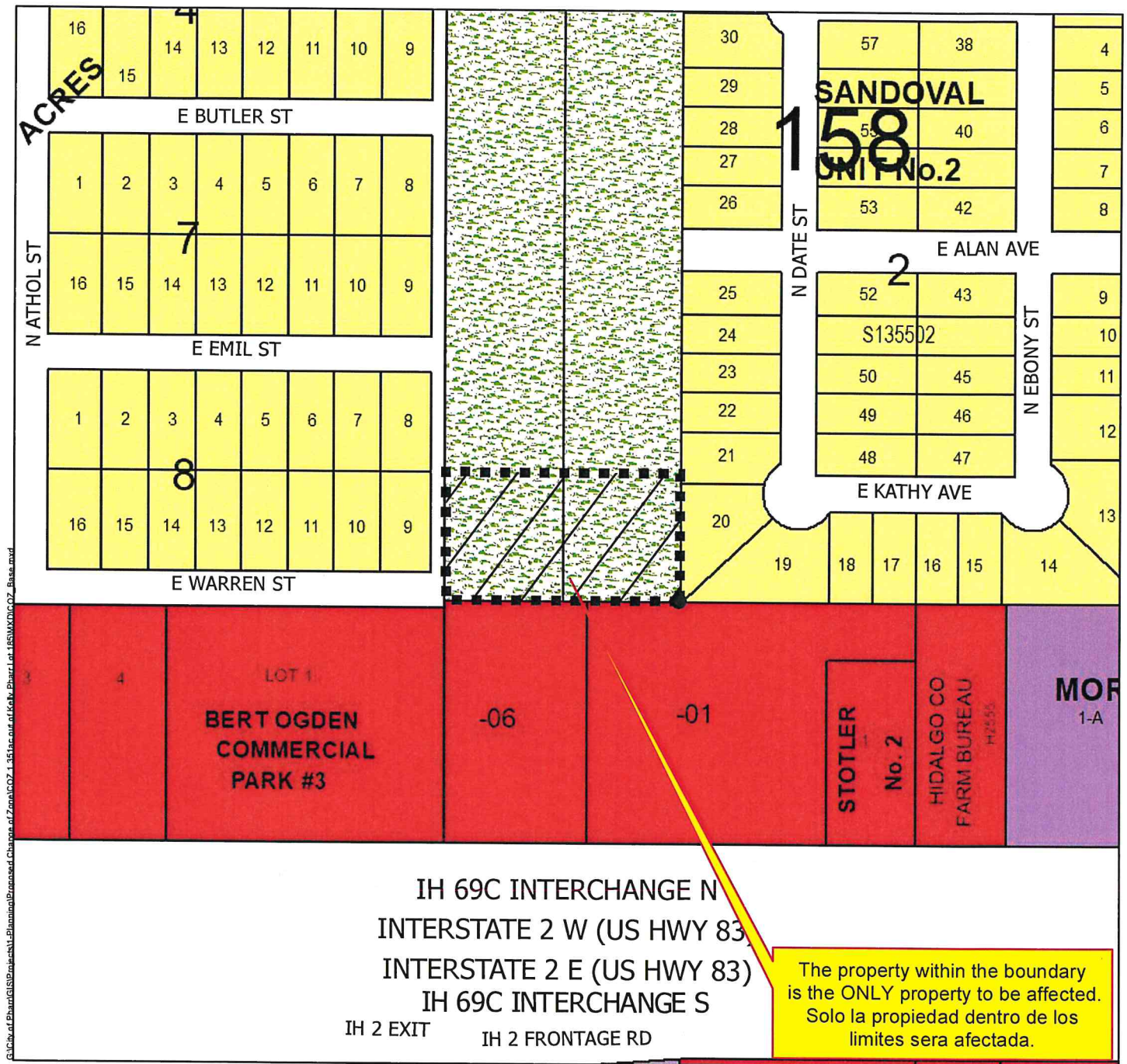
Scale: 1 inch = 200 feet



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



Proposed Change of Zone
1.351ac out of Kelly Pharr Lot 158
5M Real Estate, LLC/ Apolonio Melendez

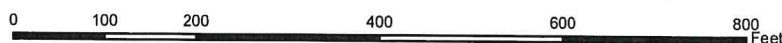


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
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| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family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

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/20/2020

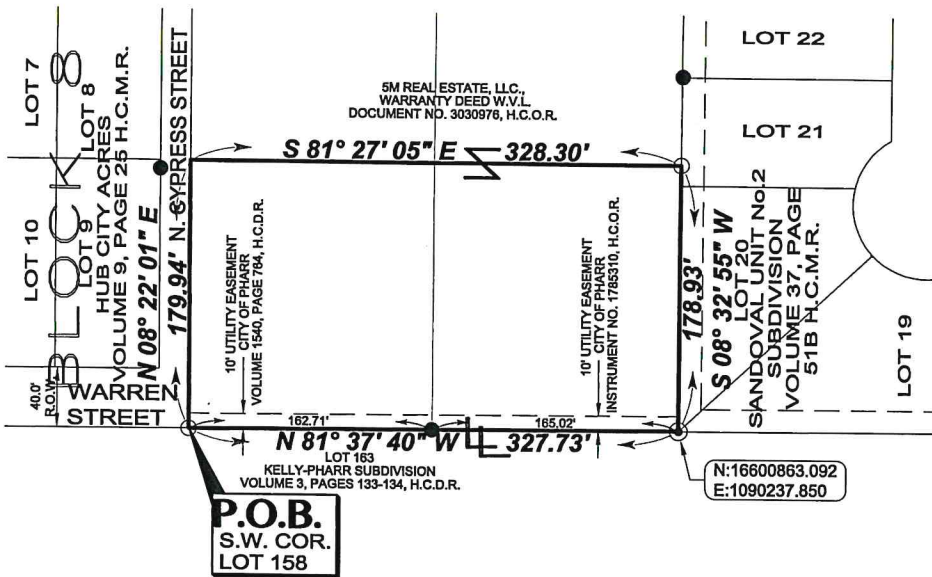
Scale: 1 inch = 200 feet



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EXHIBIT "B"



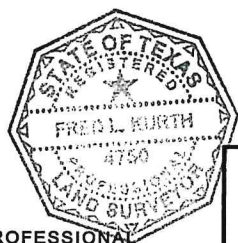
**PLAT SHOWING
1.351 ACRES OUT OF
LOT 158, KELLY-PHARR,
VOLUME 3, PAGES 133-134, H.C.D.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS**

LEGEND

- FOUND No.4 REBAR
- FOUND PIPE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- NO.- NUMBER
- H.C.M.R.- HIDALGO COUNTY MAP RECORDS
- H.C.D.R.- HIDALGO COUNTY DEED RECORDS
- H.C.O.R.- HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR.- SOUTHWEST CORNER
- P.O.B.- POINT OF BEGINNING
- R.O.W.- RIGHT-OF-WAY
- ()- RECORDED DEED CALLS
- []- RECORDED MAP CALLS
- └ - LOT LINE
- ≡ - SAME OWNER

NOTES:

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



I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 4/15/19 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ALL EASEMENTS.

Fred L. Kurth 3-9-20
FRED L. KURTH, RPLS No. 4750 DATE:



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

DATE: 02/11/2020
JOB No. 19023
FILE NAME: COZ
DRAWN BY: RJDJ

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.5.

DATE SUBMITTED: April 15, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Leticia Flores 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 General Business District (C). The property is legally described as being a 2.009-acre tract of land, more or less, out of Lot 292, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5401 South Cage Boulevard.
COZ#200316

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Leticia Flores 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 General Business District (C). **COZ#200316**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements and 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 General Business District (C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 4/15/2020

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Approved - 4/15/2020
Approved - 4/15/2020
Approved - 4/15/2020
Final Approval - 4/16/2020



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 20, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#200316
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: March 10, 2020

1. **Applicant:** Leticia Flores, owner.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).
3. **Nature / Intent of Request:** In order to sell the property for development of a car lot and auto body shop.

4. **Routing to Staff:**

A. Melanie Cano, Director


Initials

4/14/2020
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations


Initials

4-14-2020
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

04/13/2020
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C): Being a 2.009-acre tract of land, more or less, out of Lot 292, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5401 South Cage Boulevard.

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:

Leticia Flores, owner, 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 General Business District (C) in order to sell the property for development of a car lot and auto body shop.

The subject site is located on the east side of South Cage Boulevard with a physical address of 5401 South Cage Boulevard. The property is legally described as being the a 2.009-acre tract of land, more or less, out of Lot 292, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard, a 120' -150' principal arterial that runs north and south with a posted speed limit of 40-55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The properties to the north and west are zoned Agricultural and/or Open Space District (A-O). The properties to the south and east was zoned to Single-Family Residential (R-1) on May 06, 2003. 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 and single-family residential use in the Land Use Plan.

The General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

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 three (3) telephone calls, two (2) for information only and one (1) in opposition of the item.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements and 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 General Business District (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.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Leticia Flores, owner

APPLICANT

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

CURRENT ZONE

5401 South Cage Boulevard

ADDRESS

General Business District ©

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, is in line with the Future Land Use Plan.

This zoning would allow for reasonable use of the property.

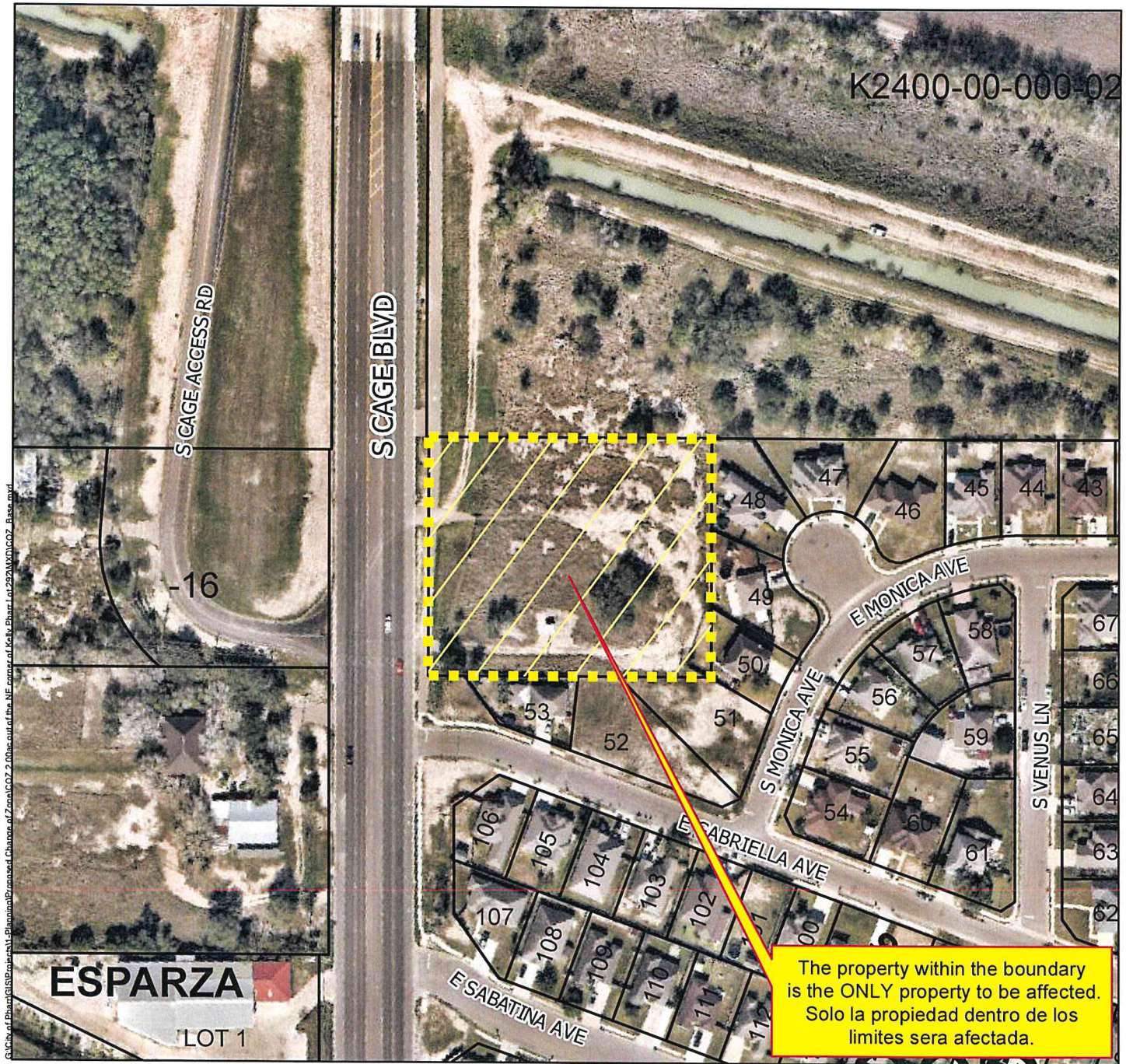
Della Robles, Planner I

PREPARED BY

April 7, 2020

DATE

Proposed Change of Zone
2.00ac out of the NE corner of Kelly Pharr Lot 292
Leticia Flores



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

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

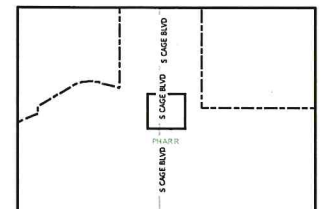
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/20/2020

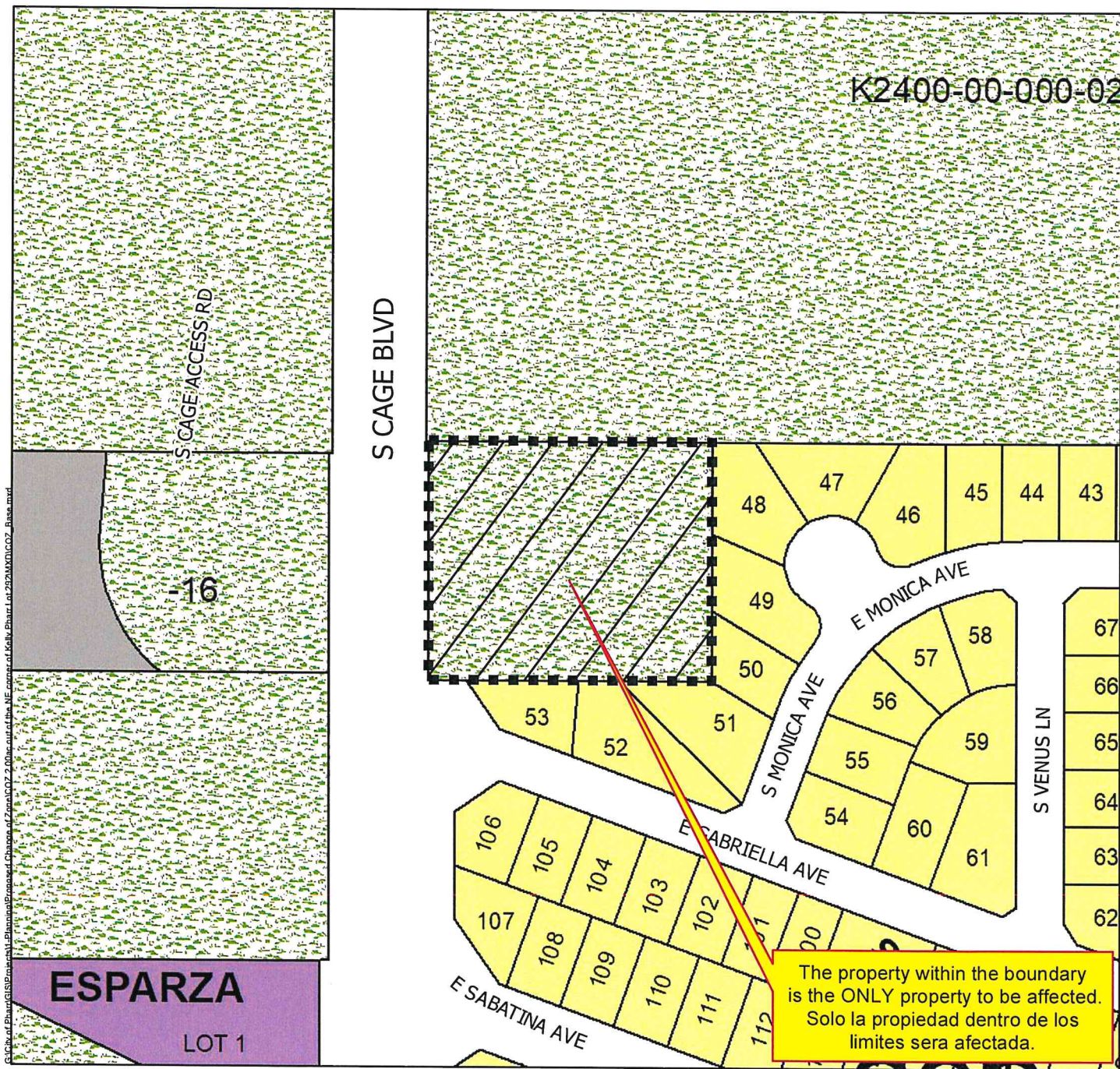
Scale: 1 inch = 150 feet



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Proposed Change of Zone
2.00ac out of the NE corner of Kelly Pharr Lot 292
Leticia Flores



- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
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| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
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City of Pharr, Texas
Engineering Department
956.402.4242

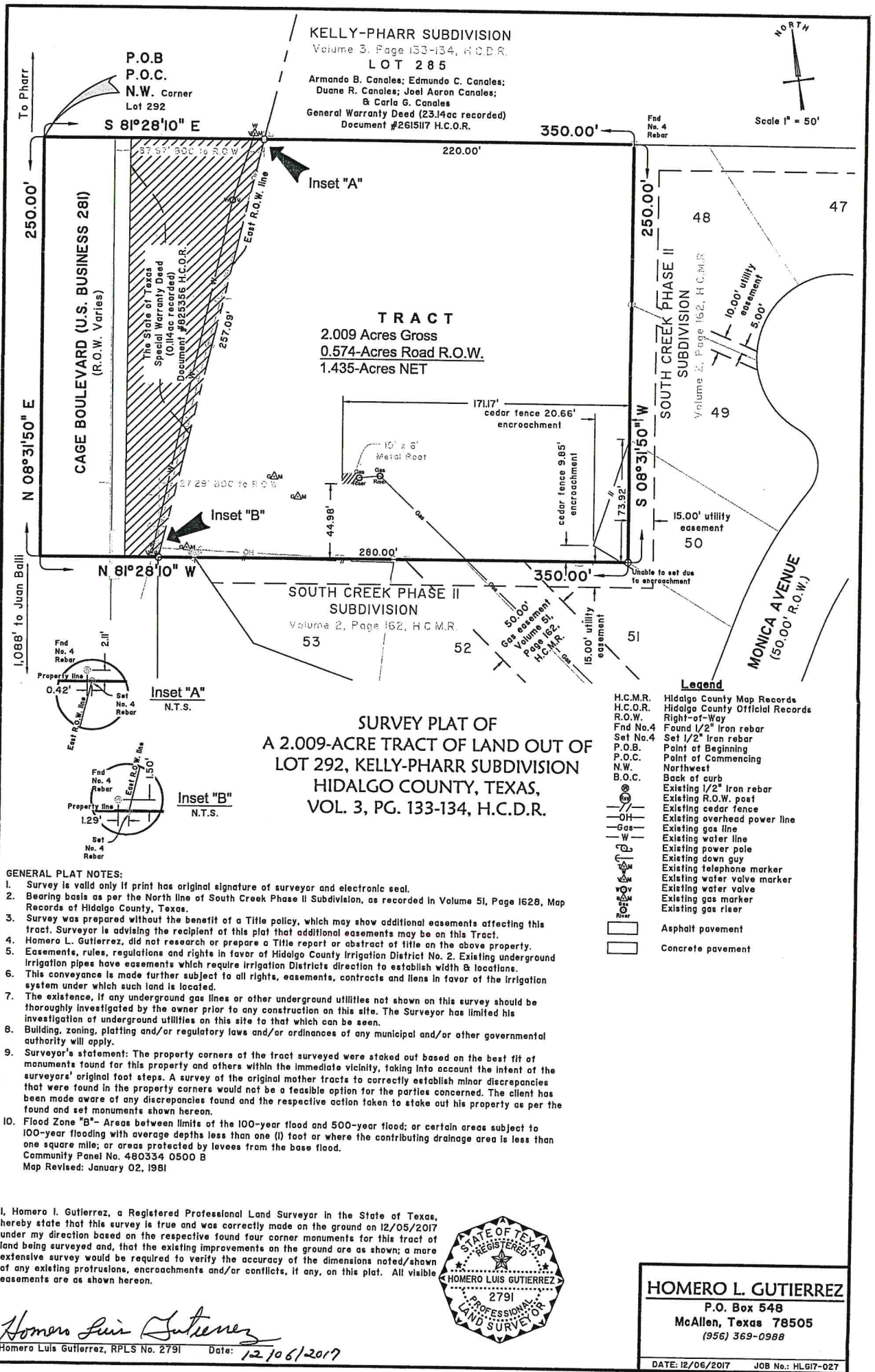
Scale: 1 inch = 150 feet



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Date: 3/20/2020





Scale 1" = 50'

Find No. 4 Rebar

KELLY-PHARR SUBDIVISION

LOT 285

Armando B. Candies; Edmundo C. Candies;
Duane R. Candies; Joel Aaron Candies;
& Carla G. Candies
General Warranty Deed (23,14ac recorded)
Document #2615117 H.C.O.R.

P.O.B.

P.O.C.

N.W. Corner
Lot 292

S 81°28'10" E

CAGE BOULEVARD (U.S. BUSINESS 281)
(R.O.W. Varies)

250.00'

N 08°31'50" E

3' to Juan Balli

N 81°28'10" W

Bicycle Rd.

Fence Boundary

Fence Stake

Parking
landscape area

Parking
landscape area

Building
Auto Shop
Height 25 ft.

Deck
Height 15 ft.

Car show space

Damage cars. Parking

light. Tree Tree Tree

47

48

SOUTH CREEK PHASE II SUBDIVISION

49

15.00' utility easement

50

MONICA AVENUE
(50.00' R.O.W.)

Unable to set due to encroachment

gas easement
Volume 51
Page 162
H.C.M.R.

15.00' utility easement

SOUTH CREEK PHASE II SUBDIVISION

52

53

51



FOR SALE
Call 956-578-2276
956-578-2276



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.6.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 601 South Jackson Road. **CUP#200318**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#200318**

Financial Consideration:

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

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 4/14/2020
Rita Galvan	Approved - 4/14/2020
Roland Gomez	Approved - 4/15/2020
Melanie Cano	Approved - 4/15/2020
City Management Office	Final Approval - 4/16/2020



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC FILE NO. CUP#200318 (WING DADDY'S SAUCE HOUSE)
--

GENERAL INFORMATION:

APPLICANT: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 601 South Jackson Road.

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

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit

**CODE COMPLIANCE
DIVISION:**

Pending re-inspection of
the Conditional Use Permit.

HEALTH DIVISION:

Pending re-inspection of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**HOURS OF
OPERATION:**

Hours of operation will be from Sunday through Monday from
11:00 AM to 1:00 AM.

**NOTIFICATION
OF PUBLIC:**

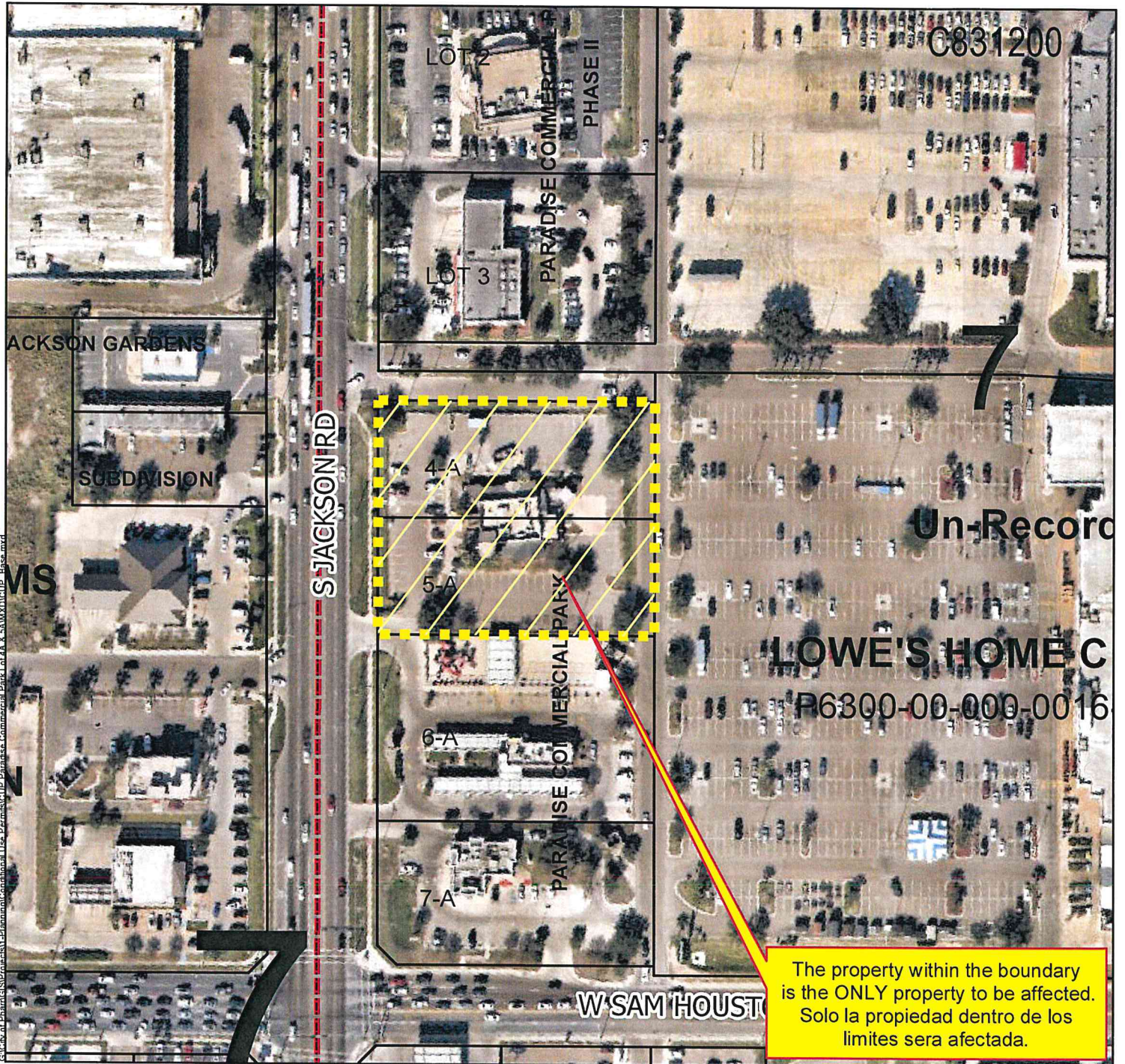
Six (6) surrounding property owners were notified of the
request by letter and a legal notice was published in the
Advance News Journal. Staff received no response to the
letters or the legal notice.

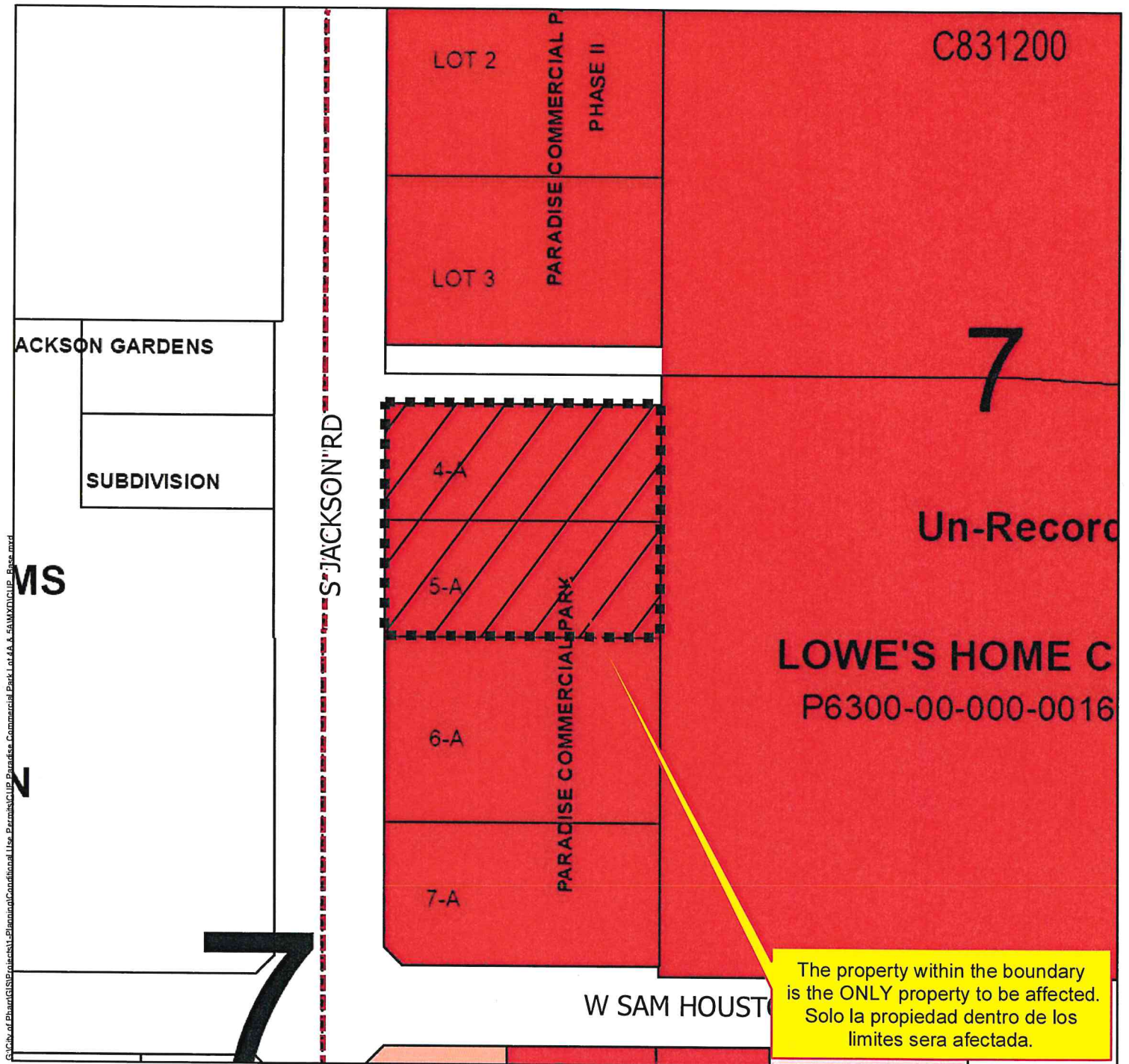
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

**PLANNING & ZONING
COMMISSION:**

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





- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
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City of Pharr, Texas
Engineering Department
956.402.4242

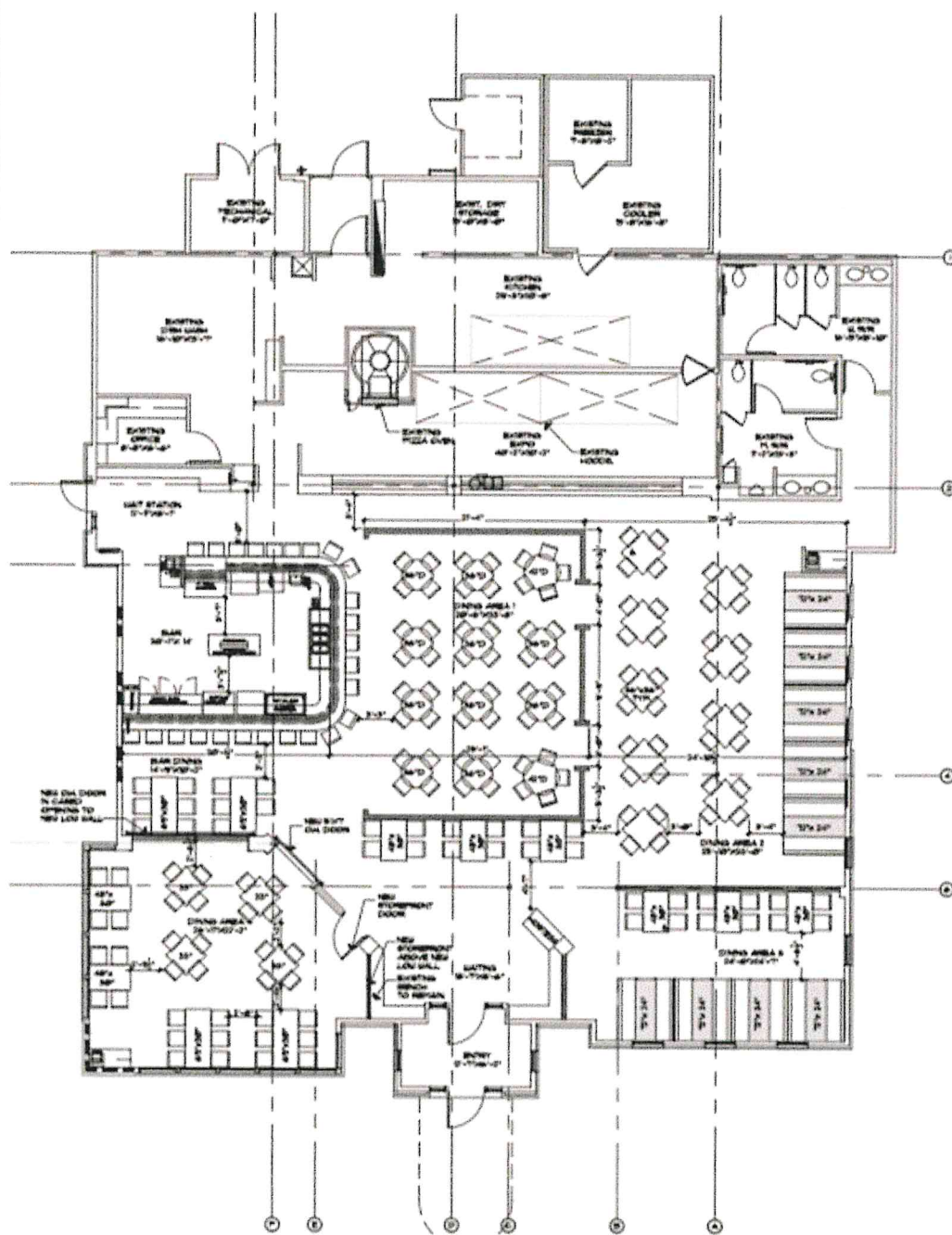
Date: 3/23/2020

Scale: 1 inch = 150 feet



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PRELIMINARY FLOOR PLAN

SCALE: 3/32"=1'-0"



BUILDING: +/- 6,432 SF
COOLER/ STORAGE: +/- 363 SF
TOTAL: +/- 6,069 SF RESTAURANT

WALL CONSTRUCTION LEGEND

NEW 2" X 4" X 8" NEW EXTERIOR WALL
NEW WALLS TO 6" ABOVE GROUND
NEW HALF WALL
EXISTING WALL

SK1

DATE: 05/07/19
PROJECT: WING DADDY'S
SHEET: 19-123

WING DADDY'S

601 S. JACKSON RD.
PHARR, TEXAS

NOT FOR
REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION

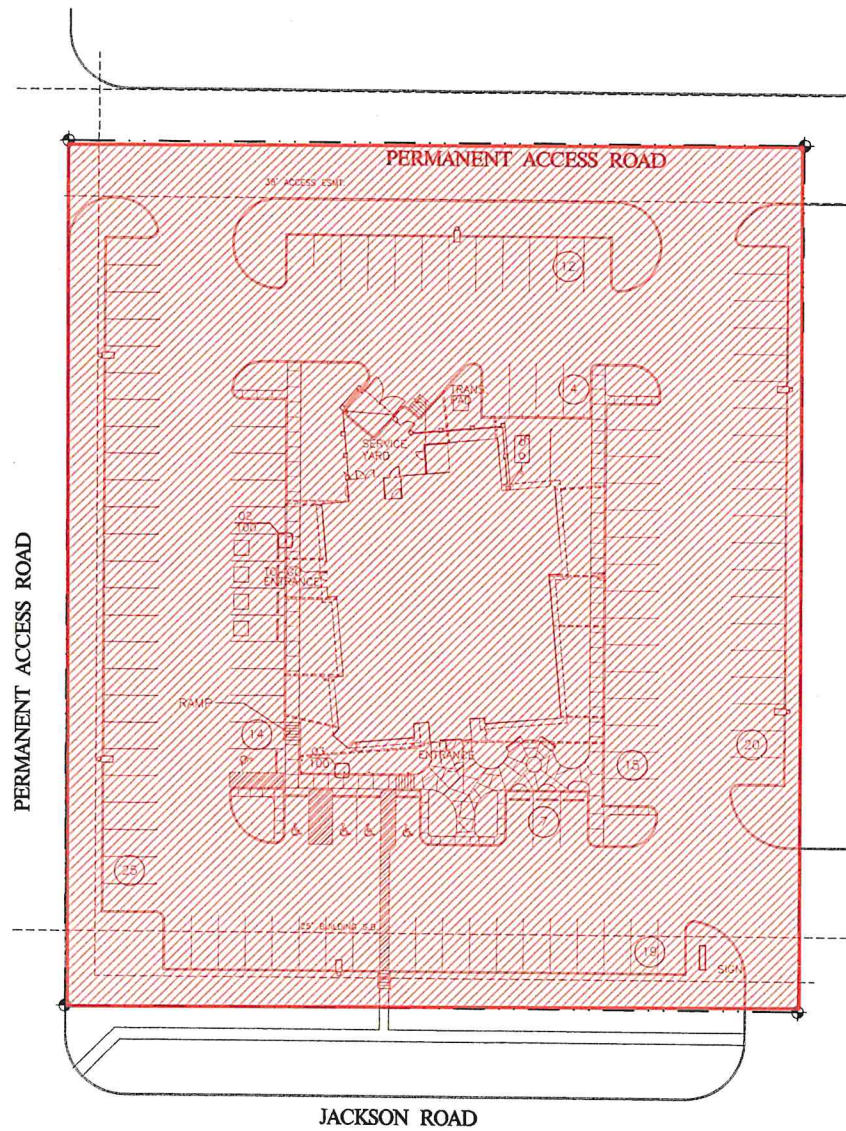


VILLA PARK

ARCHITECTURE/PLANNING/INTERIORS PLLC
300 W. BRYAN ROAD, SUITE 204 VOEGH C200 784-0900
SAN ANTONIO, TX 78205 FAX: (214) 304-0340

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EXHIBIT "A" SITE PLAN



APPETIZERS

FUNKY FRIES.....\$7.99

-FRENCH FRIES AT THEIR FINEST! FRESH CRISP FRIES SMOTHERED IN A CULMINATION OF SHREDDED JACK AND CHEDDAR CHEESE PERFECTED WITH A MOUNTAIN OF MOUTHWATERING TOPPINGS. TOPPINGS INCLUDE: JALAPEÑOS, SLICED GREEN ONION, DICED TOMATOES, BACON BITS, AND A SCOOP OF SOUR CREAM.



FUNKY FRIES

QUESO AND CHIPS.....\$6.99

-A BOWL OF OUR SPICY CHILE CON QUESO ACCOMPANIED BY OUR HOMEMADE TORTILLA CHIPS.

FRIED PICKLES.....\$6.99

-THIS SOUTHERN STAPLE GIVES YOU THE CRUNCH WITH A CRINKLE. ACCOMPANIED BY RANCH DIPPING SAUCE.

BUFFALO CAULIFLOWER.....REG.\$8.99, LRG.\$12.99

-CAULIFLOWER FLORETS DUSTED WITH OUR PROPRIETARY BREADING, FLASH FRIED, AND TOSSED IN ANY OF OUR TWENTY PLUS HOMEMADE SAUCES. SERVED WITH RANCH.

BUFFALO CHICKEN FRIES.....\$9.49

-A HEAP OF OUR SEASONED FRIES, TOPPED WITH CRISPY CHICKEN, TANGY BUFFALO SAUCE, AND HOMEMADE RANCH. CHANGE IT UP!! REQUEST YOUR FAVORITE SAUCE.



BUFFALO CHICKEN FRIES

SAUCE HOUSE NACHOS.....9.99

-WORLD'S BEST!! WE START WITH HOMEMADE CHIPS. SMOTHER THEM IN OUR CHILE CON QUESO, JALAPEÑOS, PICO DE GALLO, SOUR CREAM, AND GUACAMOLE. YOU'LL BEG FOR SECONDS. ADD BEEF OR CHICKEN ADDITIONAL \$2.99

SLOPPY QUESO FRIES.....\$6.49

-OUR SEASONED TO PERFECTION FRIES DRENCHED IN OUR SPICY CHILE CON QUESO.

FRIED MOZZARELLA.....\$6.29

-CHEESE TO PLEASE! CRISP FRIED MELT-IN-YOUR-MOUTH MOZZARELLA MADNESS SERVED WITH A SIDE OF DELECTABLE MARINARA DIPPING SAUCE.

FRIED GATOR.....\$10.99

-DON'T BE A GATOR HATER! TASTES LIKE CHICKEN, WITH MORE OF A BITE! ACCOMPANIED BY OUR ZESTY COCKTAIL SAUCE.



TEXAS TOOTHPICKS

TEXAS TOOTHPICKS.....\$7.99

-FRESH (NOT SPICY) JALAPEÑO STRIPS, BREADED AND DEEP FRIED, COVERED IN MELTED CHEDDAR CHEESE. SERVED WITH A SIDE OF HOUSE MADE RANCH.

SAUCE HOUSE SAMPLER PLATTER.....\$15.99

-A SIZZLING SAMPLE OF 5 WINGS, 8 BONELESS BITES, 4 MOZZARELLA STICKS, AND A HEAP OF FRIED PICKLES. A DUO OF OUR TASTE BUD TINGLING SAUCES ARE SERVED ON THE SIDE. CHOICE OF TWO WING SAUCES.

SLEEZEBALLS.....\$8.49

OUR VERSION OF THE TATER TOT ON STEROIDS. FULLY LOADED POTATO BALLS STUFFED WITH THREE CHEESES, BACON, AND CHIVES. SERVED WITH COOL AND SPICY RANCH FIRE SAUCE. BETTER ORDER TWO!

STUFFED SHROOMS.....\$8.29

-SAVORY MUSHROOM CAPS STUFFED WITH OUR FAMOUS SHRIMP AND CRAB STUFFING AND FRIED TO PERFECTION! SERVED WITH HOMEMADE RANCH DRESSING.



SLEEZEBALLS

CONSUMING RAW OR UNDERCOOKED MEAT, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE THE RISK OF FOODBORNE ILLNESS.

SALADS

SLEEZY STEAK SALAD.....\$13.99

-7 OUNCES OF OUR RIB EYE ATOP A GENEROUS PORTION OF MIXED GREENS AND WEDGE TOMATOES. WE ADD TWO OF OUR FAMOUS SLEEZE BALLS, GRILLED ONIONS AND BLUE CHEESE TO MAKE THIS A TRUE MASTERPIECE. SPICY RANCH FIRE SAUCE IS SERVED ON THE SIDE.



SLEEZY STEAK SALAD

CHEF SALAD.....\$10.99

-EVERYTHING A SALAD NEEDS AND THEN SOME! ICEBERG LETTUCE JAZZED UP WITH CHEDDAR CHEESE, BACON, SLICED TURKEY BREAST, DICED EGGS AND HAM.

GRILLED CHICKEN CAESAR SALAD.....\$10.99

-A GENEROUS SERVING OF ROMAINE LETTUCE TOSSED IN CAESAR DRESSING, AGED SHREDDED PARMESAN AND CROUTONS, GARNISHED WITH SAVORY GRILLED CHICKEN.

GRILLED CHICKEN SALAD.....\$10.49

-BREAST OF CHICKEN GRILLED TO PERFECTION AND SERVED SERVED ON TOP OF FRESH ICEBERG LETTUCE

BUFFALO SALAD.....\$10.49

-ADD SOME SPICE TO YOUR SALAD WITH YOUR CHOICE OF BUFFALO SHRIMP OR CHICKEN. DON'T BE AFRAID TO GET A LITTLE SAUCY WHEN CHOOSING YOUR WING DADDY'S SAUCE.



BUFFALO SHRIMP SALAD 'HOT'

SIDE SALAD.....\$5.49

-A SMALLER VERSION OF OUR LARGER SALADS WHICH INCLUDES CARROT STRINGS, CABBAGE, RED ONION AND TOMATO WEDGES.

UPTOWN SALAD.....\$9.99

-SWEET BABY GREEN LETTUCE MIX, WALNUTS, CRAISINS, AND A MILD FETA CHEESE, TOPPED WITH A BAKED PARMESAN CRISP TOSSED IN RASPBERRY VINAIGRETTE DRESSING. ADD CHICKEN \$2.99.



UPTOWN SALAD

KID'S MENU FOR CHILDREN 12 AND UNDER....DON'T MAKE US CARD YOU.

BURGER, FRIES AND DRINK.....\$6.29

WINGS, FRIES AND DRINK.....\$6.29

BONELESS BITES, FRIES AND DRINK.....\$6.29

GRILLED CHEESE SANDWICH, FRIES AND DRINK.....\$6.29



GRILLED CHEESE SANDWICH WITH FRIES



BURGER AND FRIES



WINGS "HOT"

WINGS

-THEY DON'T CALL US WING DADDY'S FOR NOTHING! THESE WINGS ARE THE FRESHEST, BIGGEST, BADDEST TO THE BONEST THAT HAVE EVER PASSED YOUR LIPS! WHETHER YOU LIKE THEM SWEET OR SIZZLING HOT, WE'RE KNOWN FOR OUR FRESH, FLAVORFUL WINGS!

BONELESS BITES

-EVERYTHING YOU LOVE ABOUT THE WING WITHOUT THE BONE!

8 (1 SAUCE).....	\$7.09
12 (1 SAUCE).....	\$9.49
18 (2 SAUCES).....	\$13.59
24 (2 SAUCES).....	\$17.49
36 (3 SAUCES).....	\$25.49

BONELESS STRIPS

3 (1 SAUCE).....	\$6.69
5 (1 SAUCE).....	\$9.29
8 (2 SAUCES).....	\$14.49
15 (3 SAUCES).....	\$25.99

WINGS BONE-IN

5 (1 SAUCE).....	\$6.09
10 (1 SAUCE).....	\$10.69
20 (2 SAUCES).....	\$21.39
50 (3 SAUCES).....	\$52.99

ADD \$1.50 FOR EVERY 10 WINGS "ALL DRUM"

BUFFALO CAULIFLOWER

-CAULIFLOWER FLORETS DUSTED WITH OUR PROPRIETARY BREADING, FLASH FRIED, AND TOSSED IN ANY OF OUR TWENTY PLUS HOMEMADE SAUCES. SERVED WITH RANCH.

REGULAR.....	\$8.99
LARGE.....	\$12.99



BONELESS BITES "SCORCHING CILANTRO LIME"



BONELESS STRIPS "LEMON PEPPER"

WING DADDY'S SAUCES

*BBQ	*CAJUN	*CHIPOTLE RASPBERRY
*GIRLY	*HONEY HOT	*CHERRY CHIPOTLE BBQ
*LEMON PEPPER	*HELLFIRE	*PECKER WRECKER
*GARLIC PARMESAN	*TANGASAUROS	*BLASPHEMOUS BACON
*HONEY BBQ	*GHOST RUSH	*SCORCHIN' CILANTRO LIME
*GENERAL TSO	*FLAMIN' BBQ	*BLACKBERRY HABANERO
*HOT	*SWEET JALAPEÑO	*ASIAN PERSUASION
*ZESTY BLOODY MARY		*MANGO HABANERO

CHICKEN AND WAFFLES.....\$9.99

THEY SAID IT COULDN'T BE DONE. THE BAR WAS TOO HIGH, THEY SAID. BUT WING DADDY'S BEAT THE ODDS AND BROKE THE FORK SPEED RECORD FOR COMFORT FOOD. THICK AND DELICIOUS BELGIAN WAFFLES, 3 STRIPS OF OUR BONELESS HAND BREADED CHICKEN, A SPRINKLING OF POWDERED SUGAR, SERVED WITH HONEY HOT SAUCE AND MAPLE SYRUP. POUR IT ON, START THE ADDICTION...



CHICKEN AND WAFFLES

BABY BACK RIBS

HALF RACK.....\$16.99

FULL RACK.....\$25.99

TENDER, TASTY AND TOP SECRET! OUR SAVORY, FALL OFF THE BONE RIBS ARE DOUSED IN OUR ULTRA TOP SECRET BBQ SAUCE...SO SECRET WE BLINDFOLD OUR COOKS! ALSO AVAILABLE WITH OUR OTHER SAUCY TEMPTATIONS: HONEY HOT, FLAMIN' BBQ, AND HONEY BBQ. -SERVED WITH 2 OF THE FOLLOWING: POTATO SALAD, COLE SLAW, OR FRIES.



BABY BACK RIBS- HALF RACK "BBQ"

RIBLETS

RIBLET BASKET.....\$8.99

THREE SAUCE SMOTHERED SLABS WITH FRIES

RIBLET PLATTER\$11.99

FIVE SAUCE SMOTHERED SLABS, FRIES, AND COLE SLAW

BUFFALO SHRIMP

-MAY WE RECOMMEND: HONEY HOT, TANGASAUROS, AND LEMON PEPPER. THESE BUTTERFLIED AND BATTERED BAD BOYS ARE FRIED UNTIL CRISPY AND TOSSED IN ANY OF OUR SAVORY SAUCES.

6 (1 SAUCE).....\$7.99

10 (1 SAUCE).....\$11.99

20 (2 SAUCES).....\$23.99

30 (3 SAUCES).....\$34.99



BUFFALO SHRIMP "TANGASAUROS"

WING DADDY'S HAMBURGERS SERVED WITH FRIES; SWEET POTATO FRIES ADD \$1

LOCKJAW BURGER.....\$11.99

-OUR HALF POUND BURGER, TOPPED WITH CRISPY CUBES OF BRISKET, DRENCHED IN FLAMIN' BBQ SAUCE THEN DRIZZLED WITH TANGY THOUSAND ISLAND DRESSING. SERVED WITH PICKLES AND ONIONS. PREPARE FOR BURGER UTOPIA. 🍷

MUSHROOM SWISS BURGER.....\$10.49

-MOUTHWATERING SAUTÉED MUSHROOMS WITH MELTED SWISS CHEESE ATOP OUR 1/2 LB. SEASONED BEEF PATTY. HEAVEN ON A BUN!

RISE AND SHINE BURGER.....\$10.49

-WAKE UP THOSE TASTE BUDS! WE TOP OUR 1/2 POUND BEEF PATTY WITH AMERICAN CHEESE, HASH BROWNS, A GRILLED BREAKFAST DOG, AND A FRIED EGG. TOPPED OFF WITH OUR HONEY HOT WING SAUCE. NOT JUST FOR BREAKFAST ANYMORE.... 🍷



RISE AND SHINE BURGER

BORDER BURGER.....\$10.49

-PUT ONE FOOT OVER THE BORDER WITH THIS SEASONED 1/2 LB. PATTY. ADORNED WITH MELTED CHEESE, GUACAMOLE, PICO DE GALLO, JALAPEÑOS AND SOUR CREAM, THIS BURGER WILL LEAVE YOU CRAVING TIME SOUTH OF THE BORDER. 🍷

SMOKEY BBQ BACON BURGER.....\$10.99

-OUR 1/2 LB. SEASONED BEEF PATTY SLATHERED IN OUR SECRET AND SULTRY BBQ SAUCE AND TOPPED WITH SMOKEY PROVOLONE AND SIZZLING BACON. 🍷

INFERNO BURGER.....\$10.99

-LIGHT IT UP WITH THIS INSANELY TASTY BURGER. WE SMOTHER A 1/2 POUND BEEF PATTY AND PULLED PORK WITH MELTY SWISS AND AMERICAN CHEESES, GRILLED ONIONS, FLAMIN' BBQ SAUCE, CRISP BACON, FRIED JALAPEÑO SNAP CAPS, AND HELLFIRE SAUCE. GET READY TO ORDER ANOTHER BEER! 🍷

SAUCY BLUE BURGER.....\$10.49

-BOOM! OUR 1/2 POUND PATTY SMOTHERED WITH BLUE CHEESE AND WING DADDY'S FAMOUS HOT SAUCE WILL HEAD BUTT YOUR MOUTH WITH POWERFUL FLAVORS. 🍷

SLOPPY QUESO BURGER.....\$10.49

-GET READY TO GET SOME ON YA! THIS MONSTER BURGER STARTS WITH OUR 1/2 POUND SEASONED BEEF PATTY, WHICH IS TOPPED WITH OUR TASTY FRIES, AND THEN DRENCHED IN OUR TOP NOTCH CHILE CON QUESO. 🍷

FIXER UPPER.....\$8.99

-WE'RE NOT THE BOSS OF YOU! FIX IT UP AND CHOW DOWN ON A PERFECTLY SEASONED 1/2 LB. BEEF PATTY DESIGNED AND DEVoured HOWEVER YOU WANT!

FIERY GREEN CHILE CHEESEBURGER.....\$10.49

1/2 POUND SEASONED BEEF PATTY COVERED IN MELTY PEPPER JACK CHEESE, A CRISPY BREADED HATCH GREENS CHILE AND CRISPY ONIONS. FINISHED OFF WITH A SPICY GREEN CHILE CREAM SAUCE THAT WILL HAVE YOU DOWNING THAT FIRST BEER. BRING IT! 🍷

BURGER FIXINS.....\$0.79 EACH

-SAUTÉED ONIONS,
SAUTÉED MUSHROOMS,
AMERICAN CHEESE, PROVO-
LONE CHEESE, SWISS CHEESE,
FRESH JALAPEÑO, PICKLED
JALAPEÑO, PEPPER JACK

SPECIAL FIXINS.....\$1.99 EACH

-GUACAMOLE, BACON, FRIED EGG

GLUTEN FREE BUN.....\$2



FIERY GREEN CHILE BURGER

SANDWICHES SERVED WITH FRIES, SWEET POTATO FRIES ADD \$1

RIB-EYE STEAK SANDWICH.....\$12.99
 -THE STEAK SANDWICH OF YOUR DREAMS! BITE INTO OUR JUICY RIB-EYE PREPARED TO YOUR SPECS. SERVED WITH OUR
 DIJON HORSE RADISH SAUCE.



RIB-EYE STEAK SANDWICH

SOUTHWEST CHICKEN SANDWICH.....\$9.99

-GO GRILLED AND BE GUILTYLESS! OUR GRILLED CHICKEN BREAST SEASONED TO PERFECTION. TOPPED WITH FRESH SLICED AVOCADO, HATCH GREEN CHILE AND SWISS CHEESE.



SOUTHWEST CHICKEN SANDWICH

PHILLY CHEESESTEAK.....\$9.99

-A CHEESY CLASSIC! THINLY SLICED RIB EYE STEAK, SAUTÉED ONIONS, PEPPERS, MUSHROOMS AND MELTED PROVOLONE, SERVED ON A FRENCH ROLL.

BRISKET SANDWICH.....\$9.49

-IT'S NOT COMPLICATED. TENDER AND JUICY BEEF BRISKET, BBQ SAUCE OVER TOP. CHOOSE ANY OF OUR THREE BBQ CHOICES, OR GET CRAZY AND DO SOME HONEY HOT. SERVED WITH PICKLES AND ONIONS.

BUFFALO CHICKEN SANDWICH.....\$9.69

-DON'T BE CHICKEN, GET SAUCY! OUR CLASSIC BREADED AND FRIED CHICKEN BREAST, SERVED IN YOUR FAVORITE WING SAUCE.



BUFFALO CHICKEN SANDWICH "HOT"

WING DADDY CLUB....\$9.99

-EVERYBODY WANTS TO BE A MEMBER WHEN IT COMES TO THIS SANDWICH! AMERICAN AND SWISS CHEESE, HAM, TURKEY AND BACON SERVED WITH ITALIAN VINAIGRETTE ON THE SIDE.



WING DADDY CLUB SANDWICH

SIDES

SWEET POTATO FRIES.....\$3.99
 ONION RINGS.....\$3.99
 CARROTS AND CELERY.....\$2.69
 FRIES.....\$2.79
 COLE SLAW.....\$2.69
 POTATO SALAD.....\$2.69
 RANCH, BLUE CHEESE, OR
 ADDITIONAL WING SAUCE.....\$.69

DESSERTS

FRIED CHEESECAKE.....	\$6.39
CHOCOLATE CAKE.....	\$6.39
FRIED COOKIE DOUGH WITH SCOOP OF VANILLA ICE CREAM.....	\$6.39
ADD A SCOOP OF VANILLA ICE CREAM TO ANY DESSERT.....	\$2.09

BACON COOKIE PIE.....	\$6.99
WAFFLE STUFFED WITH CRISPY BACON, SURROUNDED ON EACH SIDE BY CRISP COOKIE, BATTER DIPPED, SPRINKLED WITH BACON AND FRIED UNTIL GOLDEN BROWN. SERVED WITH A SCOOP OF ICE CREAM.	



BACON COOKIE PIE

BEVERAGES

ICED TEA, SWEET TEA, COKE, DIET COKE, SPRITE, MR. PIBB, DIET DR. PEPPER, ORANGE SODA, LEMONADE, ROOT BEER	\$2.74
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WWW.WINGDADDYSUSA.COM



FRANCHISE INFORMATION @ WINGDADDYS.COM

12115 MONTWOOD DR. EL PASO, TEXAS 79936 (915) 856-WING (9464)	2120 JACKSON KELLER RD SAN ANTONIO, TX 78213 (210) 366-WING (9464)	3115 W. PARKER ROAD STE 400 PLANO, TX 75023 (469) 969-0584	CENTRO COMMERCIAL LAS MISIONES CD. JUAREZ, CHIH. MX (656) 648-WING (9464)
11100 SEAN HAGGERTY DR. EL PASO, TX 79934 (915) 821-WING (9464)	1115 SE MILITARY DR. SAN ANTONIO, TX 78214 (210) 922-WING (9464)	7706 MILWAUKEE AVE. STE 200, LUBBOCK, TX 79424 (806) 698-9464	CENTRO CITADELLA SAN LUIS POTOSI, SLP. MX +52 (444) 688-0500
7500 N. MESA EL PASO, TX 79912 (915) 585-WING (9464)	10730 POTRANCO RD. SAN ANTONIO, TX 78251 (210) 256-WING (9464)	2831 TOWN CENTER DRIVE NEW BRAUNFELS, TX 75130 (830) 625-9464	AV. REFORMA 4400 LOC SA-02-S COL. MEXICO NUEVO LAREDO TAMAULIPAS MX +52 (867) 715-7473
1201 AIRWAY BLVD. EL PASO, TX 79925 (915) 771-WING (9464)	903 E BITTERS RD SAN ANTONIO, TX 78216 210-496-9400	2445 SAN ISIDRO LAREDO TX 78045 (956) 727-9464	CENTRO COMMERCIAL UP TOWN QUERETARO, QRO. MX 442-688-9808
1461 N. LEE TREVIÑO EL PASO, TX 79936 (915) 592-WING (9464)	6430 BANDERA RD. LEON VALLEY, TX 78238 (210) 680-WING (9464)	601 S. JACKSON PHARR, TX 78577	PLAZA MONUMENTAL CD. JUAREZ, CHIH. MX 656-611-5490
13700 EASTLAKE BLVD. STE 100 HORIZON CITY TX 79928 (915) 852-4834	2763 E. ELDORADO PKWY. STE. 105 LITTLE ELM, TX 75068 (972) 987-4562		AVE. VALLES #106 COLONIA FLAMBOYANES, 89930 TAMPICO, MX +52 (833) 116-5565
775 S. TELSHOR LAS CRUCES, NM 88001 (575) 532-5041	9811 S IH 35 SVRD NB AUSTIN, TX 78744 (ACROSS FROM SOUTHPARK MEADOWS) (512) 292-9000	7911 ARTCRAFT RD EL PASO, TX 79932 915-587-WING (9464)	AVE. ROMULO GARZA # 410, ESP. CON AVE MIGUEL ALEMAN, CENTRO COMERCIAL PLAZA CITADEL MONTERREY, MX +52 (818) 486-5108
12302 MONTANA AVE. EL PASO, TX 79938 915-855-WING (9464)	5230 DE ZAVALA RD. SAN ANTONIO, TX 78249 210-691-WING (9464)	700 N. ZARAGOZA EL PASO, TX 79907 915-858-WING (9464)	AVE. PEDRO CARDENAS #100 FRACC VICTORIA, CENTRO COMERCIAL PLAZA FIESTA CP 87390 +52 (868) 819-1912

VISIT OUR AFFILIATES:

 CONSUMING RAW OR UNDERCOOKED MEAT, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE THE RISK OF FOODBORNE ILLNESS.



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 4/16/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Dannenbaum Engineering Company, representing Charles D. Muller, is requesting final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision. The property is legally described as being a 1.65 acre tract of land out of and a portion of Lot two hundred three (203), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Ridge Road. **SUB#191025**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Dannenbaum Engineering Company, representing Charles D. Muller, is requesting final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision. **SUB#191025**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Center on Ridge Road Phase II Lot 3 Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez

Created/Initiated - 4/14/2020
Approved - 4/14/2020
Approved - 4/15/2020

Melanie Cano
City Management Office

Approved - 4/15/2020
Final Approval - 4/16/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CENTER ON RIDGE ROAD PHASE II LOT 3 SUBDIVISION FILE NO. SUB#191025

GENERAL INFORMATION:

APPLICANT: Dannenbaum Engineering Company, representing Charles D. Muller, is requesting final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.65 acre tract of land out of and a portion of Lot two hundred three (203), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 600 Block of West Ridge Road.

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

**PROPERTY
PROPOSED USE:** Retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Center on Ridge Road Phase II Lot 3 Subdivision subject to the following conditions:

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

EASEMENTS: 1. In compliance.

SIDEWALK/ADA: 1. In compliance.

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Center on Ridge Road Phase II Lot 3 Subdivision.

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Center on Ridge Road Phase II Lot 3\WXD\S_Proposed Base.mxd

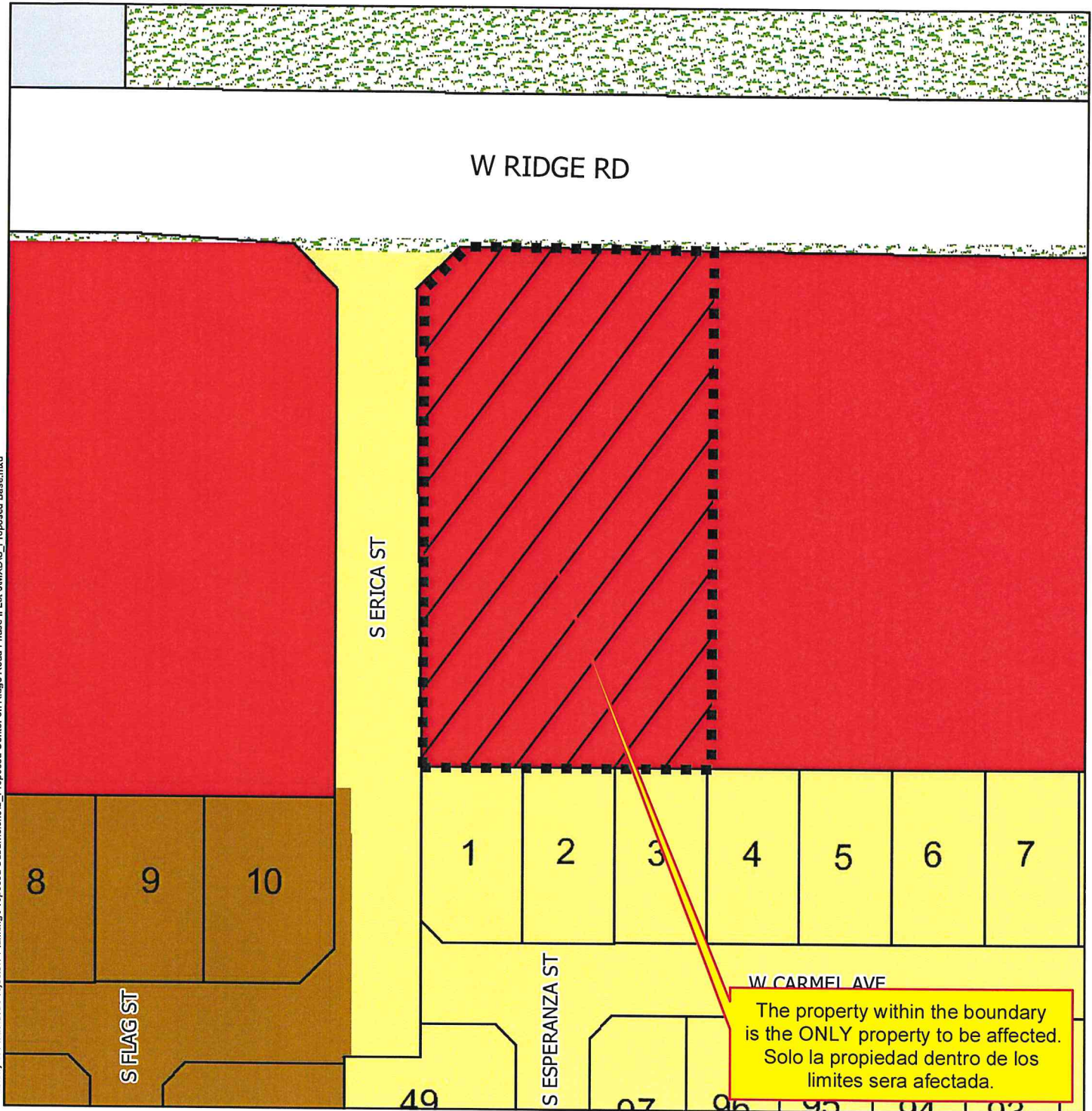


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

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



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Center on Ridge Road Phase II Lot 3\MXD\1-Proposed Base.mxd



- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- 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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Spoor Engineering Consultants, Inc., representing Arcadio Guerra, Member for ARGV, L.L.C., a Texas limited liability company is requesting preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision. The property is legally described as being a 4.07 acre tract of land out of a 4.80 acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of East Nolana Loop. **SUB#200204**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Spoor Engineering Consultants, Inc., representing Arcadio Guerra, Member for ARGV, L.L.C., a Texas limited liability company is requesting preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision. **SUB#200204**

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Master Plan of Veterans Centre Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez

Created/Initiated - 4/14/2020
Approved - 4/14/2020
Approved - 4/15/2020

Melanie Cano
City Management Office

Approved - 4/15/2020
Final Approval - 4/16/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: MASTER PLAN OF VETERANS CENTRE SUBDIVISION FILE NO. SUB#200204
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GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing Arcadio Guerra, Member for ARGV, L.L.C., a Texas limited liability company is requesting preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 4.07 acre tract of land out of a 4.80 acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1500 Block of East Nolana Loop.

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

**PROPERTY
PROPOSED USE:** Retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Plan of Veterans Centre Subdivision subject to the following conditions:

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

1. Verify corner clip 30'x30' on the south east corner of property.
2. Provide street light layout.

EASEMENTS:

1. Provide landscaping easements as follows: along N. Veterans Blvd. provide a 5' easement after N.A.W.S.C. easement and on E. Nolana Loop provide a 25' easement.
2. Verify all irrigation lines and easements with HCID#2 office.

SIDEWALK/ADA:

1. As per City Standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. North Alamo water supply corporation area.
2. Project engineer to provide comments from N.A.W.S.C.

SEWER:

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

DRAINAGE:

1. All drainage construction shall comply with City of Pharr standards.

OTHER:

1. Verify and reword description of property and total acreage on description.
2. Provide surveyors seal and signature.
3. Provide scale on plat layout.
4. Provide firm number on plat layout.
5. Label all monuments on plat layout.
6. Plat note #8, provide northing and easting.
7. Staff comments are attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Master Plan of Veterans Centre Subdivision.



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



Subdivision: Master Plan of Veterans Centre Subdivision Staff

Reviewed By: Dago Soto Asst. Fire Marshal

Date: 4/2/20

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

Additional Comments:

☒ Shall have a Fire hydrant every 300 Feet in commercial

☒ Shall have Fire hydrant detail and Valve detail

☒ Shall extend the 12-inch main going west on Nolana with a flush out at the end of property line

☒ Shall have a 10-foot utility easement for the 12-inch main going west on Nolana

STAFF REVIEW FOR: *VETERANS CENTER SUBDIVISION*

COMMENTS: Initials: O.D.L. / R. B. MARCH 31, 2020

WATER:

- Water belongs to N.A.W.S.C.

SEWER:

- 10' Utility Easement Exclusive to the City of Pharr
- Will need to re-route F.M. on the N. side of the property to connect to proposed M.H. located on the N.W. corner
- Proposed sewer line will need to be 12"
- M/H ring and covers will need to be composite based with City Logo
- Will need projected Flow and Peak Flow and capacity of subdivisions sewer
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____



SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Master Plan of Veterans
Center Subdivision

DATE: April 2, 2020

REVIEW: Preliminary (revised comments plans dated: 3-20-2020)

PLAT

SITE PLAN
1. Provide all pertinent City of Pharr details. (Sanitary sewer line bedding, sanitary sewer manhole ring and cover, 6"-in sanitary sewer service, sidewalk)

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

ADDITIONAL COMMENTS

1. Provide three (3) copies of SW3P for public works review.
One (1) for review and two (2) for final review.
2. Provide erosion and sediment control plan.
3. Provide a street lighting detail.
4. Provide comments from N.A.W.S.C.

SUBDIVISION: Veterans Center Subdivision **DATE:** 3/31/2020

Residential/Commercial: __4.07__ acres

Staff review:

Plat Notes:

- No Comments

General Notes:

- All drainage construction shall comply with City of Pharr Standards.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage.
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre-Construction Meeting.
- Discharge permit required.
- Need S.W.P.P.P. USB for review, 3 for finalization.
- Erosion and sediment control plan.
- Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
- NO street cuts allowed unless approved through permit by Public Works Department. (\$35.00 permit fee)
- Street light detail plans to be included at building permit.
- Approved Drainage Report needed.

LOCATION MAP

Spoor Engineering Consultants, Inc.
Consulting Engineers - Civil Land Planning
202 South 4th Street McAllen, Texas 78501
SEC@spoor.com (956) 483-1000



March 04-2020

MASTER PLAN OF VETERANS CENTRE SUBDIVISION

City of Pharr, Texas
BEING A 4.07 ACRE TRACT OF LAND OUT OF
A 4.80 ACRE TRACT OF LAND OUT OF LOT 97,
KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS,
ACCORDING TO PLAT RECORDED IN
VOLUME 3, PAGE 133, MAP RECORDS,
HIDALGO COUNTY, TEXAS; SAID 4.80 ACRE TRACT AS
DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN,
RECORDED IN INSTRUMENT NUMBER 1810419, OFFICIAL RECORDS,
HIDALGO COUNTY, TEXAS.

METES & BOUNDS

A 4.07 ACRE TRACT OF LAND OUT OF A 4.80 ACRE TRACT OF LAND OUT OF LOT 97, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 3, PAGE 133, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 4.80 ACRE TRACT AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NUMBER 1810419, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a nail in pavement on the South line of Lot 97, North 81 Deg. 35 Min. West, 75.14 feet from the Southwest corner of Lot 97, to the Southwest corner of the following described tract of land, said point being in the intersection of East Nolana Loop and North Veterans Boulevard, said point being the Southwest corner of a certain 2.32 acre tract as described in Highway R.O.W. Easement, recorded in Volume 2754, Page 57, Deed Records, said point being the Southwest corner of a 0.7290 acre tract of land as described in R.O.W. Deed recorded in Instrument Number 1200385, Official Records.

THENCE, with the South line of Lot 97, in East Nolana Loop, North 81 Deg. 35 Min. West, 335.0 feet to a point for the Southwest corner hereof, said point being the Southwest corner of said 4.80 acre tract.

THENCE, with the West line of said 4.80 acre tract, North 08 Deg. 29 Min. East, at 842.7 feet pass a steel pin found on the North line of East Nolana Loop, and at 500 feet, Northwest corner of said 4.80 acre tract, a point for the Northwest corner hereof.

THENCE, with the North line of said 4.80 acre tract, South 81 Deg. 35 Min. East, 300.0 feet to a steel pin set on the West line of North Veterans Boulevard, for the Northeast corner hereof.

THENCE, with the West line of North Veterans Boulevard, parallel to the East line of Lot 97, South 08 Deg. 29 Min. West, 434.9 feet to a steel pin found on an angle point on the East line hereof.

THENCE, continue with the West line of North Veterans Boulevard, and the West line of said 0.7290 acre tract, South 53 Deg. 31 Min. 47 Sec. West, 212.0 feet to a point on the North line of East Nolana Loop, for a point on the East line hereof.

THENCE, parallel to the East line of Lot 97, South 08 Deg. 29 Min. West, 60.14 feet to the POINT OF BEGINNING, containing 4.07 acre of land, more or less, of which the South 0.48 acre lies in East Nolana Loop.

NOTES:

1. MIN. FINISH FLOOR ELEVATION SHALL BE 16 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. MINIMUM BUILDING SETBACK SHALL BE IN ACCORDANCE WITH CITY OF PHARR ORDINANCES.
3. THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, REVISED NOV. 18, 1982. B IS DESCRIBED AS AREAS BETWEEN THE 100 YEAR AND 500 YEAR FLOOD OR AREAS SUBJECT TO 100 YEAR FLOODING WITH AVE. DEPTHS LESS THAN ONE FOOT, OR WHERE THE CONTRIBUTING DRAINAGE AREAS IS LESS THAN ONE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
4. A 5' SIDEWALK WITH ADA COMPLIANT WHEEL CHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG THE NORTH SIDE OF E. NOLANA LOOP AND THE WEST SIDE OF N. VETERANS BLVD. AT THE TIME OF BUILDING PERMIT STAGE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.21 ACRES AND A VOLUME OF 0.41 AC. FT. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT.
6. NO STRUCTURE SHALL BE BUILT ON TOP OF ANY EASEMENT.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 1/2" DIAMETER BY 24" LONG STEEL ROD.
8. CITY OF PHARR BENCHMARK MONUMENT NO. 59, SET BY J.E. SAENZ AND ASSOCIATES, INC. LOCATED AT NOLANA LOOP AND N. VETERANS BLVD., ELEV. 102.2
9. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT T.P.D.S.
10. LANDSCAPING IS REQUIRED IN ACCORDANCE WITH CITY OF PHARR ORDINANCES.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. THE DEVELOPER OR ALL BE RESPONSIBLE FOR OBTAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT. DUE TO THE IMPROVED AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. OWNERS ARE TO MAINTAIN DETENTION / RETENTION AREAS.
15. OWNERS ARE TO MAINTAIN RIGHT OF WAY AND PERIMETER OF SUBDIVISION.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, WHO, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "VETERANS CENTRE SUBDIVISION", TO THE CITY PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOME NAMES IS LAND SUBSIDIARY HERETO, DOES DOO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

ARGV, L.L.C. a Texas Limited Liability Company

By: Arcadio Guerra, Manager
P.O. Box 44,
Lira, Pharr Tx 78563

STATE OF TEXAS,
COUNTY OF HIDALGO.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARCADIO GUERRA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSIGNED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, WHO, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, WHO, THE UNDERSIGNED, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

STATE OF TEXAS,
COUNTY OF HIDALGO.

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

I, WHO, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST: CITY CLERK

AMEROSIO HERNANDEZ MAYOR, CITY OF PHARR

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.26D. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

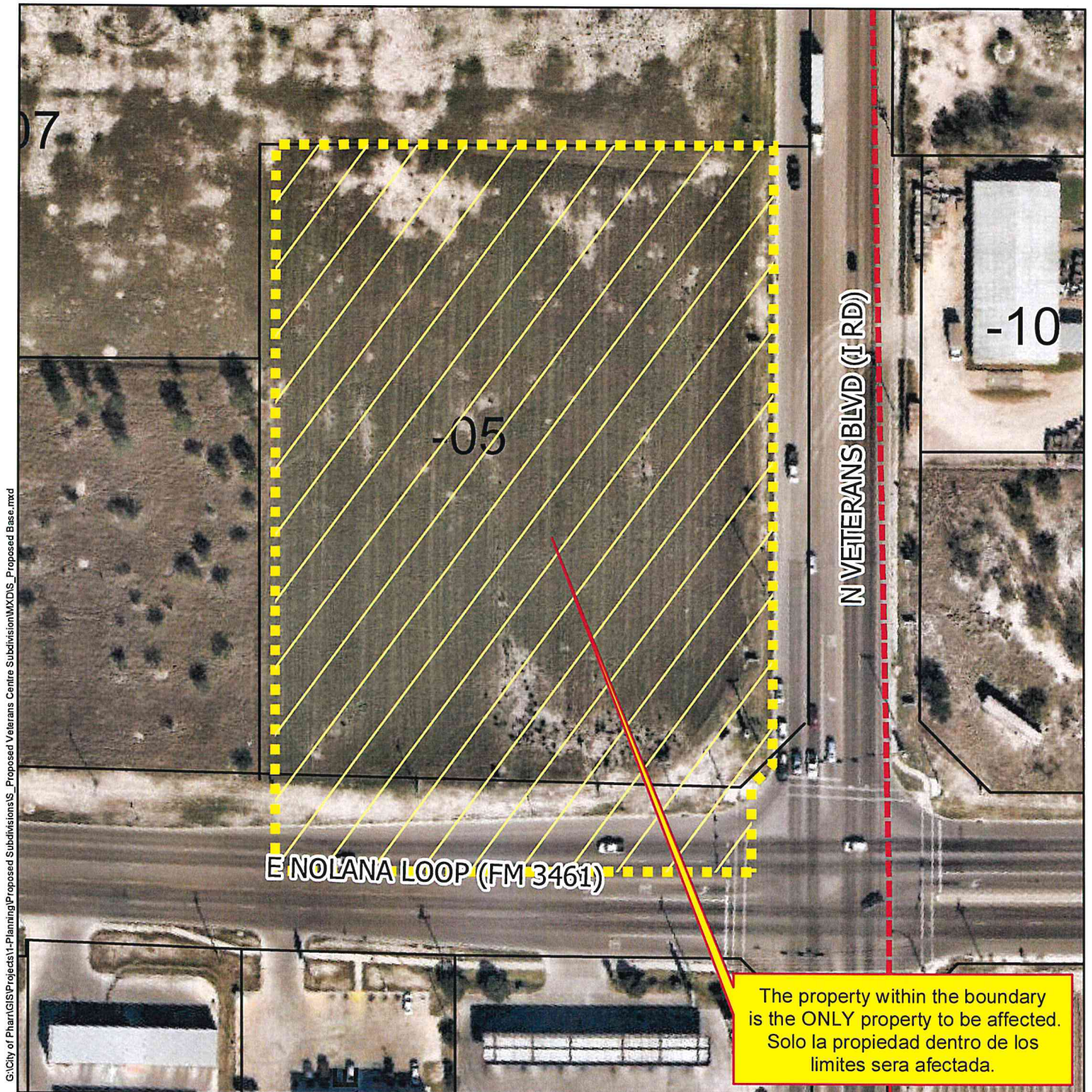
BY: RALL B. SEBEN P.E., CFM
GENERAL MANAGER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS _____ DAY OF _____, A.D. 2020.

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS.

SECRETARY

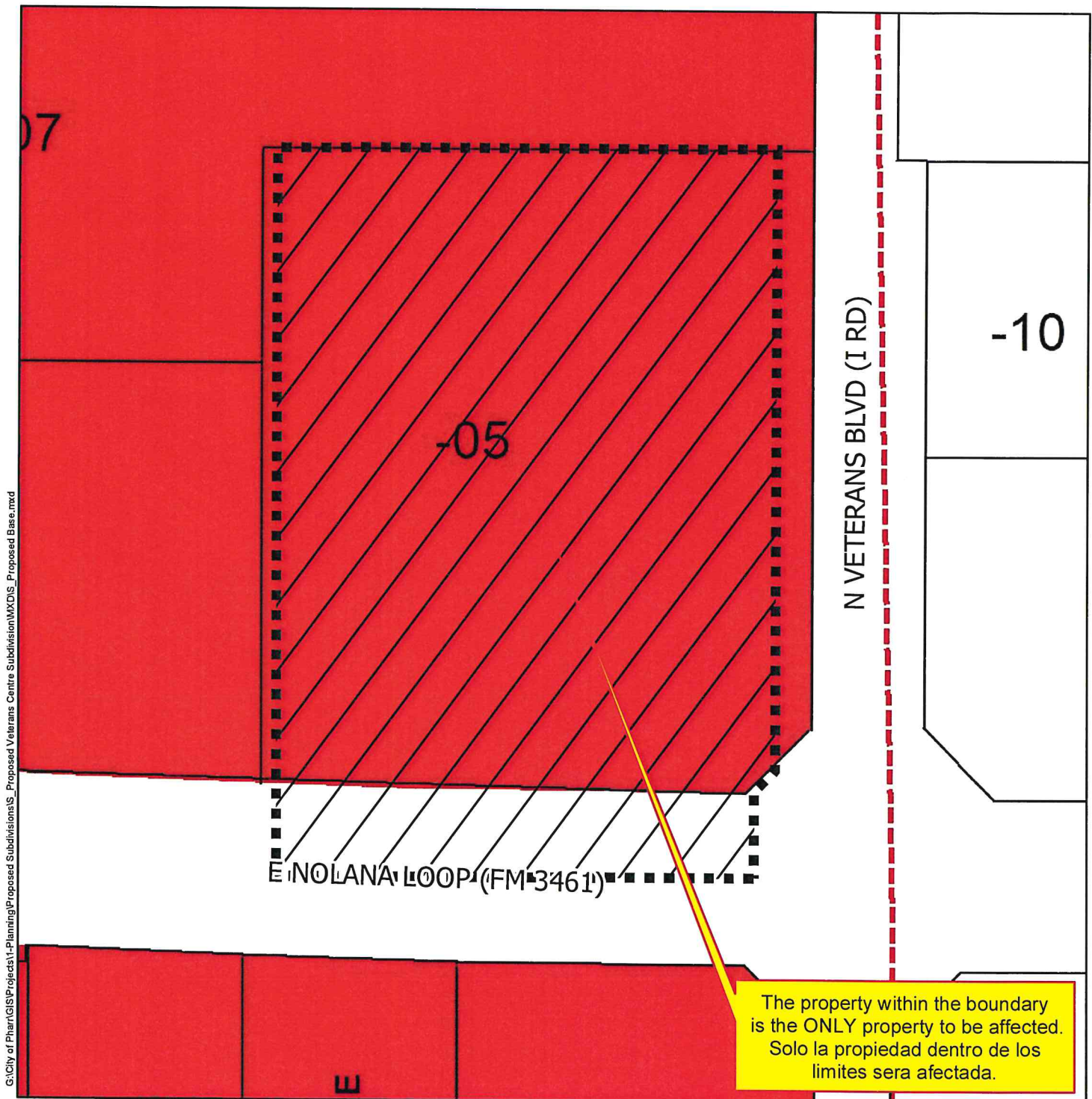
PRESIDENT



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





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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: April 7, 2020

MEETING DATE: April 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Ordinance amending Chapter 110 of the Pharr Code of Ordinances creating Article VIII - Residential Collection Station, providing for collection and disposal, defining terms and prescribing rates. ***(3rd and Final Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Public Works Department is requesting authorization to create a Residential Collection Station to allow Citizens of Pharr an alternative to dispose of solid waste and brush in between regular collection cycles.

The Residential Collection Station will allow residents to dispose of household garbage, construction debris, green waste and tires for a service charge. The service charge would cover the cost to handle, transport and dispose of the solid waste and brush.

The department will not be able to handle any waste that is classified as hazardous materials.

Financial Consideration: The proposed service charge at the Residential Collection Station is \$55.00 per cubic yard or \$3.00 per cubic foot of solid waste or brush disposed. The fees charged are to offset the cost to properly dispose of the items that are collected.

Staff Recommendation: Based on review by this office, staff recommends approval of the ordinance as presented.

Alternatives:

ROUTING:

Hilda Pedraza

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 4/7/2020

Approved - 4/7/2020

Approved - 4/13/2020

Final Approval - 4/16/2020

ORDINANCE NO: 0-2020-__

AN ORDINANCE AMENDING CHAPTER 110 OF THE PHARR CODE OF ORDINANCES BY CREATING ARTICLE VIII. RESIDENTIAL COLLECTION STATION OF THE PHARR CODE OF ORDINANCES; REGULATING SOLID WASTE IN THE CITY OF PHARR, PROVIDING FOR COLLETION AND DISPOSAL THEREOF BY THE CITY; DEFINING TERMS, PRESCRIBING RATES TO BE CHARGED FOR COLLECTION STATIONS; AND OTHER PROVISIONS RELATED THERETO; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

SECTION 110-180: AUTHORITY: DEFINITIONS.

The City of Pharr, being a Home Rule municipality of the State of Texas, is authorized to enact this ordinance and provisions herewith in accordance with its legislative powers, and article XI, Section 5 of the Texas Constitution. Additionally, Chapter 756 of the Texas Health and Safety Code authorizes municipalities to provide solid waste collection services. The provisions contained herein shall continue in perpetuity, unless the governing body deems it necessary to abolish, amend, or supplement.

- A. CITY: The term "City" as used in this Ordinance shall mean the City of Pharr, Texas.
- B. RESIDENTIAL COLLECTION STATION: The term "Residential Collection Station" shall mean a centralized location established by the City to allow citizens to dispose of Solid Waste and Brush for a service charge.

SECTION 110-181: ADMINISTRATION, REGULATION AND ASSESSMENT:

The City Manager shall designate the Public Works Director to administer and enforce the provisions of this ordinance. Following its adoption, the Public Works Director shall, by separate instrument, develop and adopt provisions and guidelines to operate, regulate and assess the operations and efficiency of the residential collection stations and its related activities.

**SECTION 110-182: OPERATION OF RESIDENTIAL COLLECTION STATION:
ASSUMPTION OF RISK:**

- (a) A residential collection station shall be available for any and all citizens allowing for the safeguarding of public health, safety, and welfare.
- (b) Any person entering upon a residential collection station for any purpose shall be conclusively presumed to know and appreciate the hazards and the extent of the damage that accompanies the accumulation of waste of all types, class, and genre, and the use of equipment and trucks upon said property. Any person on the premises shall assume any and all risks of injury and property damage resulting from such hazards and danger by his action in entering such site, and covenant not to sue, and also indemnify, save, and hold harmless, the City, its agents, officers, or employees, from and against any and all claims of any nature arising from the use and also from mere presence on the property.

SECTION 110-183: RATES:

- (a) Residential Collection Station Rate. The rate for disposal at the Collection Station shall be as follows:
 - 1. Cubic yard disposed - - \$55.00
 - 2. Cubic foot disposed - - \$3.00

The cost for the collection station shall include Solid Waste and Brush. It shall not include any Special Waste as defined in Section 110-66 of the Pharr Code of Ordinances.

SECTION 110-184: PENALTIES:

- (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) A liable party shall be subject to a civil penalty of \$1,000.00 per violation.

SECTION 110-185: SEVERABILITY:

If any section or provision of this Ordinance shall be held to be void, ineffective or unconstitutional, the holding of any such section or provision to be void, ineffective or unconstitutional for any reason whatsoever shall not affect the validity of the remaining sections and provisions of this Ordinance.

SECTION 110-186: REPEAL:

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

SECTION 110-186: CUMULATIVE:

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

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 Pharr City Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE **16th** DAY OF **MARCH**, 2020.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2020.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2020.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: April 7, 2020

MEETING DATE: April 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On April 3, 2020, AEP Texas Inc. ("AEP") filed an Application for Approval of a Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of approximately \$39.87 million. This equals an approximately \$1.83 increase to the average residential customer's bill from the rates recently approved in the Company's rate case.

Cities have engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request.

The purpose of the resolution is to deny AEP Texas' request.

The Public Utility Commission's rules allow cities 60 days to act on this application. That deadline is June 2, 2020.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Resolution to deny increase of distribution rates.

Alternatives: No action on this filing.

ROUTING:

Hilda Pedraza

Created/Initiated - 4/7/2020

Patricia Rigney

Approved - 4/7/2020

City Management Office

Final Approval - 4/16/2020

MODEL STAFF REPORT REGARDING AEP TEXAS'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 3, 2020, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recover Factors ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$39.87 million (an approximately \$1.83 increase to the average residential customer's bill from the rates just approved in the Company's rate case).

The resolution authorizes the City to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 50733.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO. R-2020-_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, the City of Pharr, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 3, 2020 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 50733, seeking to increase electric distribution rates by approximately \$39.87 million (an approximately \$1.83 increase to the average residential customer's bill from the rates just approved in the Company's rate case); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 50733.

Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2020.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: April 8, 2020

MEETING DATE: April 20, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area, CSJ: 0921-02-423

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$271,500 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$54,000

Construction Direct State Costs: \$217,500

Total: \$271,500

Financial Consideration: Estimated Advance Funding Agreement is \$271,500.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area at Pharr International Bridge, CSJ: 0921-02-423.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney

Created/Initiated - 4/8/2020
Approved - 4/14/2020
Approved - 4/15/2020

Karla Moya
City Management Office

Approved - 4/15/2020
Final Approval - 4/16/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
COMMERCIAL VEHICLE STAGING AREA AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-423**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Commercial Vehicle Staging Area at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Commercial Vehicle Staging Area at Pharr International Bridge CSJ: 0921-02-423; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$271,500** and authorizes initial payment in the amount of **\$54,000** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$54,000** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Commercial Vehicle Staging Area at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of a 20 acre Commercial Vehicle Staging Area that will add approximately 275 to 300 truck parking spaces at Pharr International Bridge.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

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Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

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- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

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change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of

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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

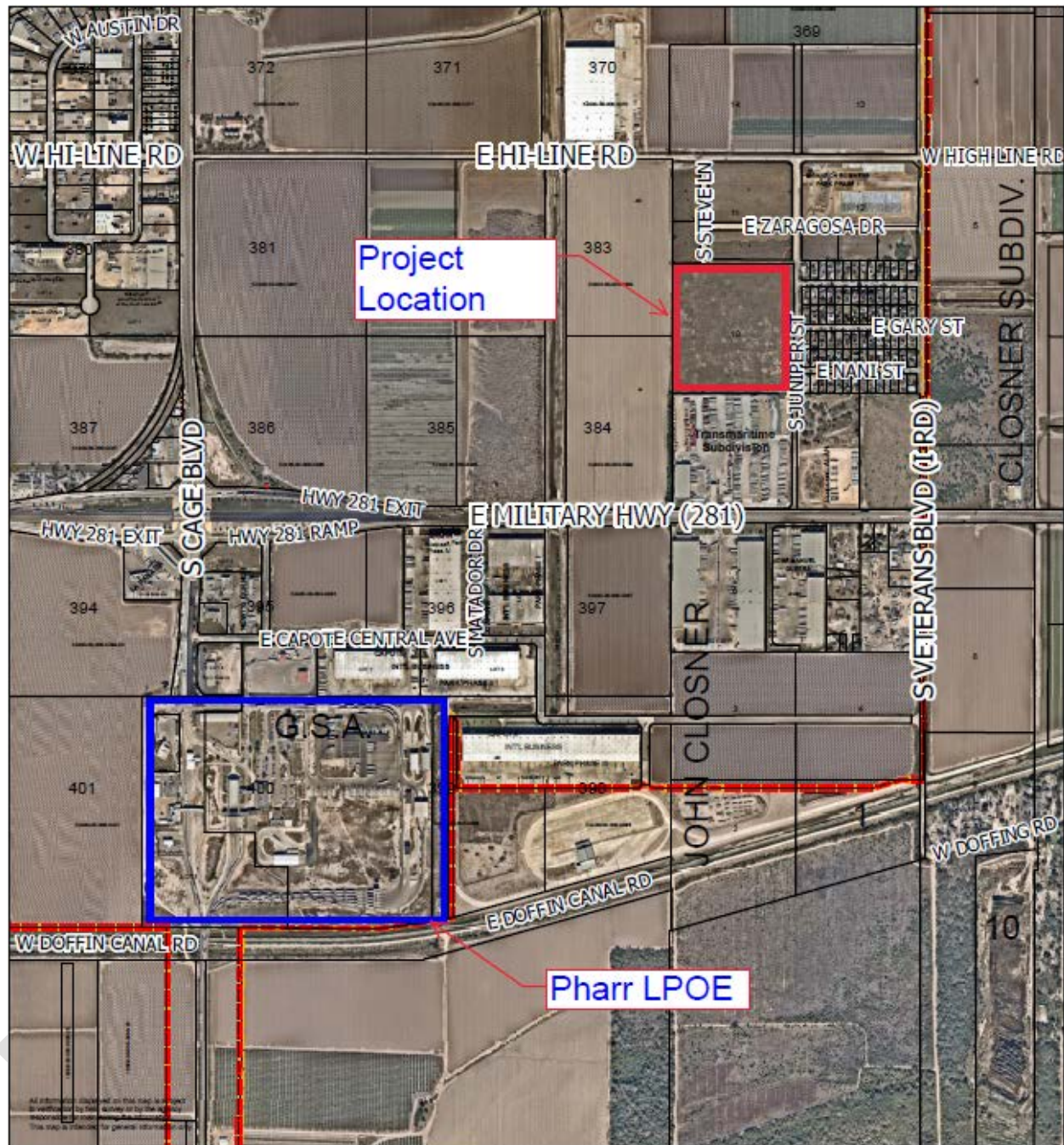
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-42.	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$3,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, Construction Engineering and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$450,000	0%	\$0	0%	\$0	100%	\$450,000
Environmental (by LG)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Construction (by LG) Cat. 11B	\$4,000,000	80%	\$3,200,000	0%	\$0	20%	\$800,000
Construction (by LG)	\$3,500,000	0%	\$0	0%	\$0	100%	\$3,500,000
Construction Engineering (by LG)	\$375,000	0%	\$0	0%	\$0	100%	\$375,000
Subtotal	\$8,345,000		\$3,200,000		\$0		\$5,145,000
Environmental Direct State Costs	\$8,100	0%	\$0	0%	\$0	100%	\$8,100
Right of Way Direct State Costs	\$2,700	0%	\$0	0%	\$0	100%	\$2,700
Engineering Direct State Costs	\$40,500	0%	\$0	0%	\$0	100%	\$40,500
Utility Direct State Costs	\$2,700	0%	\$0	0%	\$0	100%	\$2,700
Construction Direct State Costs	\$217,500	0%	\$0	0%	\$0	100%	\$217,500
Indirect State Costs	\$444,789	0%	\$0	100%	\$444,789	0%	\$0
TOTAL	\$9,061,289		\$3,200,000		\$444,789		\$5,416,500

Initial payment by the Local Government to the State: \$54,000.00

Payment by the Local Government to the State before construction: \$217,500.00

Estimated total payment by the Local Government to the State \$271,500.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: April 8, 2020

MEETING DATE: April 20, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units) at Pharr International Bridge, CSJ: 0921-02-424

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$212,000 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$52,500

Construction Direct State Costs: \$159,500

Total: \$212,000

Financial Consideration: Estimated Advance Funding Agreement is \$212,000.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I at Pharr International Bridge, CSJ: 0921-02-424.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua

Created/Initiated - 4/8/2020
Approved - 4/14/2020

Patricia Rigney
Karla Moya
City Management Office

Approved - 4/15/2020
Approved - 4/17/2020
Final Approval - 4/17/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE I AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-424**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase I at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Dock Expansion Phase I at Pharr International Bridge CSJ: 0921-02-424; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$212,000** and authorizes initial payment in the amount of **\$52,500** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$52,500** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase I at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of The Dock Expansion Phase I includes inspection facilities for inbound agriculture and non-agriculture commercial vehicles entering the Land Port Of Entry of Pharr, Texas, from Mexico at Pharr International Bridge in Hidalgo County. The improvements include the expansion of dock facilities and amenities for inspection of import goods and training. (11 Dry Docks)

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the

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- Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of

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preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance

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of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of

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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

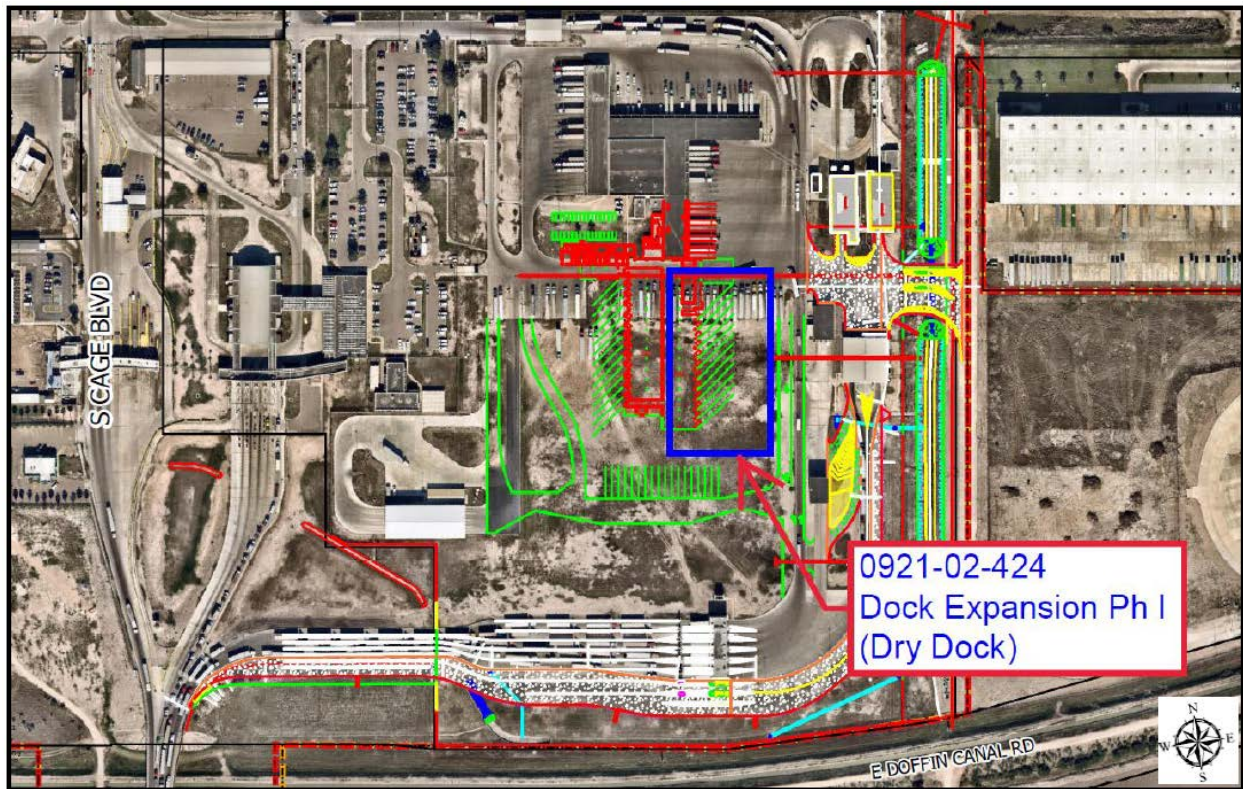
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
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ATTACHMENT B **LOCATION MAP SHOWING PROJECT**



FOR REVIEW

TxDOT:		Federal Highway Administration:	
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ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$2,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$330,000	0%	\$0	0%	\$0	100%	\$330,000
Environmental (by LG)	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction (by LG) Cat. 11B	\$3,000,000	80%	\$2,400,000	0%	\$0	20%	\$600,000
Construction (by LG)	\$2,500,000	0%	\$0	0%	\$0	100%	\$2,500,000
Subtotal	\$5,840,000		\$2,400,000		\$0		\$3,440,000
Environmental Direct State Costs	\$5,250	0%	\$0	0%	\$0	100%	\$5,250
Right of Way Direct State Costs	\$2,625	0%	\$0	0%	\$0	100%	\$2,625
Engineering Direct State Costs	\$42,000	0%	\$0	0%	\$0	100%	\$42,000
Utility Direct State Costs	\$2,625	0%	\$0	0%	\$0	100%	\$2,625
Construction Direct State Costs	\$159,500	0%	\$0	0%	\$0	100%	\$159,500
Indirect State Costs	\$311,272	0%	\$0	100%	\$311,272	0%	\$0
TOTAL	\$6,363,272		\$2,400,000		\$311,272		\$3,652,000

Initial payment by the Local Government to the State: \$52,500.00

Payment by the Local Government to the State before construction: \$159,500.00

Estimated total payment by the Local Government to the State \$212,000.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: April 8, 2020

MEETING DATE: April 20, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$368,000 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$138,000

Construction Direct State Costs: \$230,000

Total: \$368,000

Financial Consideration: Estimated Advance Funding Agreement is \$368,000.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua

Created/Initiated - 4/8/2020
Approved - 4/14/2020

Patricia Rigney
Karla Moya
City Management Office

Approved - 4/15/2020
Approved - 4/15/2020
Final Approval - 4/16/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE II (COLD UNITS) AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-425**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase II (Cold Units) at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Dock Expansion Phase II (Cold Units) at Pharr International Bridge CSJ: 0921-02-425; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$368,000** and authorizes initial payment in the amount of **\$138,000** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$138,000** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase II (Cold Units) at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of The Dock Expansion Phase II (Cold Units) adds inspection facilities for inbound agriculture and non-agriculture commercial vehicles entering the Land Port Of Entry of Pharr, Texas, from Mexico at Pharr International Bridge in Hidalgo County. The improvements include the expansion of dock facilities and amenities for inspection of import goods and training. (13 Cold Units)

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform

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oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the

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State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services

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contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

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If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be

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transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA),

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as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

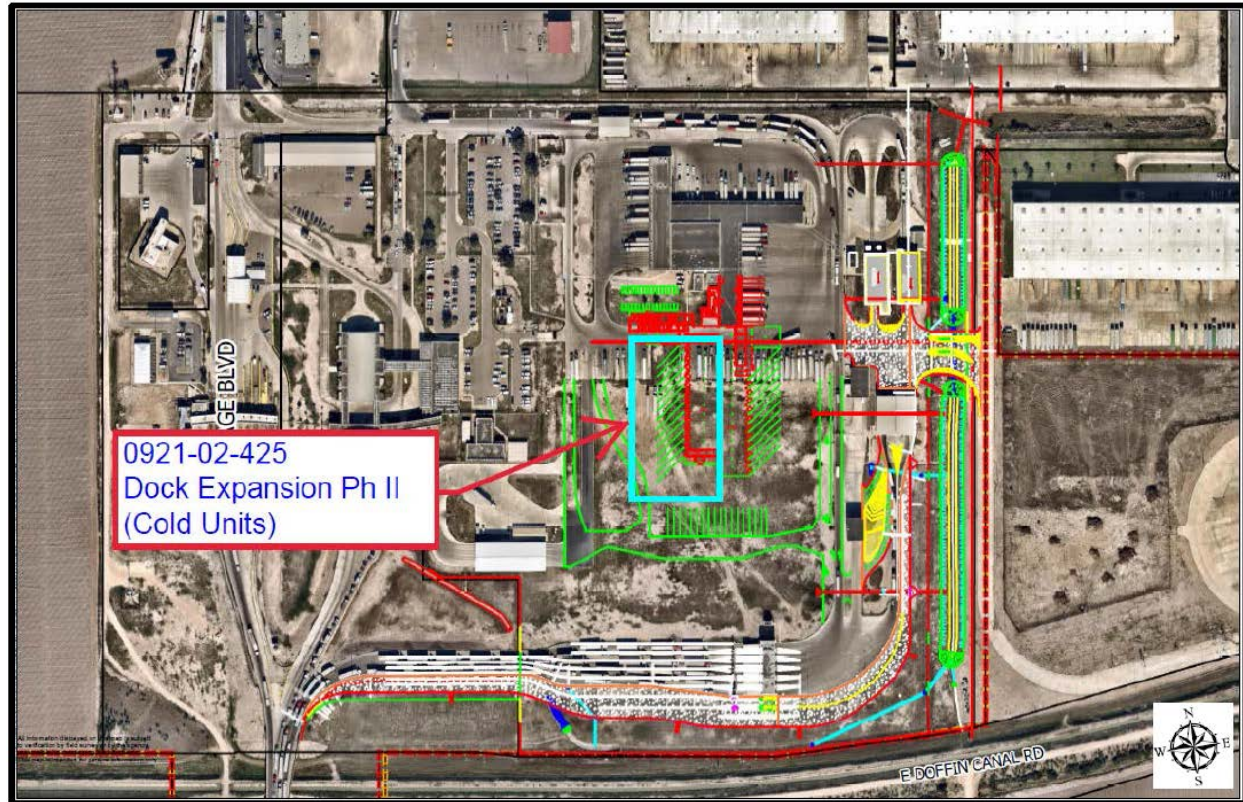
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase II (Cold Units)	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$6,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of preliminary engineering (PE), Environmental documents, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by LG)	\$690,000	0%	\$0	0%	\$0	100%	\$690,000
Environmental (by LG)	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction (by LG) Cat. 11B	\$5,000,000	80%	\$4,000,000	0%	\$0	20%	\$1,000,000
Construction (by LG)	\$6,500,000	0%	\$0	0%	\$0	100%	\$6,500,000
Subtotal	\$12,200,000		\$4,000,000		\$0		\$8,200,000
Environmental Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Right of Way Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Engineering Direct State Costs	\$117,300	0%	\$0	0%	\$0	100%	\$117,300
Utility Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Construction Direct State Costs	\$230,000	0%	\$0	0%	\$0	100%	\$230,000
Indirect State Costs	\$650,260	100%	\$650,260	0%	\$0	0%	\$0
TOTAL	\$13,218,260		\$4,650,260		\$0		\$8,568,000

Initial payment by the Local Government to the State: \$138,000.00

Payment by the Local Government to the State before construction: \$230,000.00

Estimated total payment by the Local Government to the State \$368,000.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, Order continuing the declaration of disaster and public health emergency for the City of Pharr, Texas.

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
City Management Office

Created/Initiated - 4/16/2020
Final Approval - 4/16/2020

ORDER CONTINUING THE

DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY FOR THE CITY OF PHARR, TEXAS

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubel Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, COVID-19 spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, continuous spread of the disease presents an imminent threat of widespread illness or loss of life resulting from a global pandemic and other public calamity resulting therefrom, which requires emergency action; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID-19; and

WHEREAS, Governor Greg Abbott issued a State of Disaster for all Texas counties for COVID-19 on March 13, 2020; and

WHEREAS, the Mayor of the City of Pharr previously declared a local state of disaster pursuant to Texas Government Code Section 418.108(a) due to COVID-19 on March 13, 2020 and subsequently renewed the declaration on March 16, 2020 for 45 days (April 29, 2020); and

WHEREAS, on April 7, 2020, the County of Hidalgo extended their Declaration of Local Disaster for Public Health Emergency until April 30, 2020; and

WHEREAS, on April 12, 2020, Governor Abbott issued a proclamation extending the State of Disaster for all Texas counties for an additional thirty (30) days; and

WHEREAS, the City of Pharr, Texas declares it in the best interests of the health, safety, and welfare of the public to adopt this extension; and

WHEREAS, all prerequisites for the adoption of this order have been met, including, but not limited to, the Open Meetings Act.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF PHARR:

1. That a local state of disaster and public health emergency is hereby extended for the City of Pharr pursuant to the Texas Disaster Act of 1975 and Texas Government Code Section 418.108(a).

2. Pursuant to Section 418.108(c) of the Government Code, the state of disaster and public health emergency shall be extended and continue to be extended until terminated by the Pharr Board of Commissioners..
3. Pursuant to Section 418.108(c) of the Government Code, this declaration of a local state of emergency and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Clerk.
4. Pursuant to Section 418.108(d) of the Government Code, this declaration continues to activate the city emergency management plan.
5. Pursuant to Section 418.020(c) of the Government Code, this declaration authorizes the city to commandeer or use any private property, temporarily acquire, by lease or other means, sites required for temporary housing units or emergency shelters for evacuees, subject to compensation requirements.
6. Pursuant to Section 122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.
7. This declaration shall take effect immediately from and after its issuance.

ORDERED this the 20th day of April 2020.

Ambrosio Hernandez
City of Pharr Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: April 13, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Water and Wastewater Improvement Projects based on the Statement of Qualifications (Project No. 1920-60-583-S014-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr periodically has a need for Professional Engineering Services Water and Wastewater Improvement Projects

On February 20, 2020 the City of Pharr received a total of (22) Statement of Qualifications in response to RFQ- Water and Wastewater Improvement Projects (Rotation List) Project No. 1920-60-583-S014-001

An Evaluation Committee made up of the City Manager's designated representative(s): Deputy City Manager, City Engineer, Public Works Director, and Development Services Director reviewed and scored the SOQ's Based on the criteria listed below.

Criteria Points

Firm Profile (15 points)

Understanding of City of Pharr Water and Wastewater Issues (25 points)

Org Chart and Personnel (20 points)

Relevant Project Experience/References (30 points)

Management Plan (5 points)

Quality Assurance Plan (5 points)

Total (100) Points

Financial Consideration:

Staff Recommendation: Staff recommends approving the list for firms that scored 80 and above.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 4/13/2020
Omar Anzaldua	Approved - 4/14/2020
Patricia Rigney	Approved - 4/15/2020
Ignacio Amezcua	Approved - 4/15/2020
Karla Moya	Approved - 4/15/2020
City Management Office	Final Approval - 4/17/2020

PROJECT #1920-60-583-S014-001									
Firm Name	Firm Location	GRADING CRITERIA						Avg. Total Score 100 pts (Max)	RANK
		Firm Profile 15 pts (Max)	Understanding of City of Pharr Water and Wastewater Issues 25 pts (Max)	Org Chart and Personnel 20 pts (Max)	Relevant Project Experience 30 pts (Max)	Management Plan 5 pts (Max)	Quality Assurance Plan 5pts (Max)		
Carollo Engineers, Inc.	McAllen, TX	14	24.5	18	29.25	5	4.75	95.5	1
Garcia Infrastructure Consultants, LLC	San Antonio, TX	14.25	24.75	17.25	28	4.75	4.75	93.75	2
Freese and Nichols, Inc	San Antonio, TX	14.5	24.5	17	27.75	4.5	5	93.25	3
Halff Associates, Inc.	McAllen, TX	14.5	22.5	18.25	27	5	4.75	92	4
Trimad Consultants, LLC	Pharr, TX	13	24.5	17	26.25	4.5	4.75	90	5
Hanson, Professional Services Inc.	Brownsville, TX	13	21.5	17.25	28.25	4.75	4.5	89.25	6
Dannenbaum Engineering Corporation	McAllen, TX	13.25	22	16.75	26	4.5	4.75	87.25	7
Cobb, Fendley & Associates, Inc.	McAllen, TX	10.75	19.75	17.75	27.5	4.5	4.5	84.75	8
International Consulting Engineers	Corpus Christi, TX	14	20.25	16.75	22.5	4.5	4.5	82.5	9
R. Gutierrez Engineering Corporation	Pharr, TX	12.75	21.75	15.75	20.5	4.75	4.25	79.75	10
Cruz-Hogan Consultants, Inc.	McAllen, TX	12.25	20.5	14.5	24.75	3.75	3.75	79.5	11
Perez Consulting Engineers	McAllen, TX	13	19.75	16.25	22	4.25	4.25	79.5	11
RGV Water Works, LLC	McAllen, TX	12.25	22	14.75	21.5	4.25	4.5	79.25	12
SWG Engineering, LLC	Weslaco, TX	13	11.75	16.5	27	4.75	4.75	77.75	13
J&R Engineering, LLC	McAllen, TX	13.25	17.75	14.75	21.5	4.5	4.5	76.25	14
Javier Hinojosa Engineering	McAllen, TX	12.5	19	14.5	21.25	4.5	4.5	76.25	14
TEDSI Infrastructure Group, Inc.	Mission, TX	12.75	19.25	15.75	19.5	4.5	4.5	76.25	14
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	10.25	18.5	15.5	19.75	4.5	4.5	73	15
South Texas Infrastructure Group, LLC	Mission, TX	12.25	14.5	15.25	21.25	4.5	4.5	72.25	16
M2 Engineering, PLLC	Palmview, TX	11.75	14.25	12.5	23	4.75	4.5	70.75	17
Hinojosa Engineering Inc.	Mission, TX	11.75	13	14.5	20.5	4.5	4.5	68.75	18
LEMC Inc.	Alton, TX	12	12.75	12.5	23.5	2	2	64.75	19

Total 22



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: April 14, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on selecting various Architectural Firms to be part of a list of qualified firms to provide Professional Architectural Services based on the Statement of Qualifications (Project No. 1920-01-528-S015-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr periodically has a need for Professional Architectural Services.

On February 20, 2020 the City of Pharr received a total of (18) Statement of Qualifications in response to RFQ- Professional Architectural Service Pool Project No. 1920-01-528-S015-001

An Evaluation Committee made up of the City Manager's designated representative(s): Deputy City Manager, City Engineer, Public Works Director, and Development Services Director reviewed and scored the SOQ's Based on the criteria listed below.

Criteria Points

Project Understanding (20 points)

Org Chart and Personnel (35 points)

Project Delivery (20 points)

Availability (15 points)

Local Sensitivity (10 points)

Total (100) Points

Financial Consideration:

Staff Recommendation: Staff recommends approving the list for firms as presented.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 4/14/2020
Omar Anzaldua	Approved - 4/14/2020
Patricia Rigney	Approved - 4/15/2020
Ignacio Amezcua	Approved - 4/15/2020
Karla Moya	Approved - 4/17/2020
City Management Office	Final Approval - 4/17/2020

PROJECT #1920-01-528-S015-001 Professional Architectural Services Pool								
Firm Name	Firm Location	GRADING CRITERIA					Total 100 pts (Max)	Rank
		Project Understanding 20 pts (Max)	Organization, Personnel, and Experience 35pts (Max)	Project Delivery 20 pts (Max)	Availability 15 pts (Max)	Local Sensitivity 10 pts (Max)		
The Warren Group Architects, Inc.	McAllen, TX	19.25	34	19.25	14.75	9.75	97.00	1
GO ERO International, LLC	McAllen, TX	19	32.5	19.5	13.75	9.5	94.25	2
Boultinghouse Simpson Gates, Inc.	McAllen, TX	19.5	32.75	18.25	12.75	9.25	92.50	3
Milnet Architectural Services, PLLC	McAllen, TX	19.25	31.5	16.75	14.5	9.5	91.50	4
Rike Ogden Figueroa Allex (ROFA) Architects	McAllen, TX	18	32.25	19.25	12.5	9.5	91.50	5
Halff Associates Inc.	McAllen, TX	18	32	18.25	13.5	8.75	90.50	6
International Consulting Engineers	Corpus Christi, TX	16	31.75	19	13.75	9.25	89.75	7
Gignac & Associates, LLP	Corpus Christi, TX	18.25	31.25	18	12.25	9.5	89.25	8
Heffner Design Team, PLLC	McAllen, TX	17.75	31.75	18	12.5	9	89.00	9
ARKIIFORM	Alton, TX	16.25	30.5	17	14.25	8.75	86.75	10
Alvarado Architects & Associates, Inc.	Donna, TX	17.25	30.75	16.25	12.25	8.5	85.00	11
Gomez Mendez Saenz, Inc.	Brownsville, TX	17	30	18	11.25	8.25	84.50	12
Sam Garcia Architect, LLC	McAllen, TX	17	27.5	15.5	10.5	8.25	78.75	13
CLK Architects & Associates	Hebbronville, TX	17.5	30.5	18.25	5.25	5.25	76.75	14
Able City	San Antonio, TX	15.75	31.25	17.5	6.625	5	76.13	15
Mustard Design	Fredericksburg, TX	16.25	30	17.5	4.5	4	72.25	16
RGVCM Group LLC	Edinburg, TX	16.25	26.75	13.75	7.25	8	72.00	17
Amtech Solutions, Inc.	Dallas, TX	11.25	30.75	15	4.375	3.25	64.63	18
Total	18							



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on selecting various Surveying Firms to be part of a list of qualified firms to provide Professional Surveying Services based on the Statement of Qualifications (Project No. 1920-01-528-S020-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr periodically has a need for Professional Architectural Services.

On February 20, 2020 the City of Pharr received a total of (10) Statement of Qualifications in response to RFQ- Professional Surveying Service Pool Project No. 1920-01-528-S020-001

An Evaluation Committee made up of the City Manager's designated representative(s): Deputy City Manager, City Engineer, Public Works Director, and Development Services Director reviewed and scored the SOQ's Based on the criteria listed below.

Criteria Points

General Quality and Adequacy of Response (20 points)

Org Chart and Personnel and Experience (30 points)

Project Delivery (20 points)

Availability (20 points)

References (10 points)

Total (100) Points

Financial Consideration:

Staff Recommendation: Staff recommends approving the list for firms that scored 80 and above.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 4/16/2020
Patricia Rigney	Approved - 4/17/2020
Ignacio Amezcua	Approved - 4/17/2020
Karla Moya	Approved - 4/17/2020
City Management Office	Final Approval - 4/17/2020

PROJECT #1920-01-528-S020-001 Professional Surveying Services Pool							
Firm Name	Firm Location	GRADING CRITERIA					Total 100 pts (Max)
		General Quality and Adequacy of Response 20 pts (Max)	Organization, Personnel, and Experience 30pts (Max)	Project Delivery 20 pts (Max)	Availability 20 pts (Max)	References 10 pts (Max)	
CVQ Land Surveyors, LLC	McAllen, TX	16.75	28.25	18.50	19.00	9.50	92.00
Half Associates, Inc.	McAllen, TX	18.00	26.75	17.25	18.00	9.75	89.75
R. Gutierrez Engineering Corporation	Pharr, TX	17.50	25.25	17.75	18.75	9.50	88.75
Cobb, Fendley & Associates, Inc.	McAllen, TX	17.50	26.00	17.25	17.75	9.75	88.25
Vickrey & Associates, Inc.	McAllen, TX	17.50	25.75	16.75	17.00	8.75	85.75
International Consulting Engineers	Edinburg, TX	17.00	25.25	16.75	17.25	9.25	85.50
ROW Surveying Services, LLC	Mission, TX	16.50	25.50	17.00	17.50	7.25	83.75
Arredondo, Zepeda & Brunz, LLC	Dallas, TX	16.25	24.75	15.25	16.00	9.75	82.00
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	15.50	23.25	15.50	17.00	9.75	81.00
Ambiotec Civil Engineering Group, Inc	Brownsville, TX	15.00	21.33	13.67	13.33	9.00	72.33
Total	10						



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering based on the Statement of Qualifications (Project No. 1920-01-528-S013-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr periodically has a need for general types of projects that require various professional engineering services disciplines. Assignments will include projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection (CEI), Structural Engineering, MEP (Mechanical, Electrical, Plumbing) and Electrical Engineering.

On February 20, 2020 the City of Pharr received a total of (34) Statement of Qualifications in response to our RFQ-Engineering Services Project No. 1920-01-528-S013-001.

An Evaluation Committee made up of the City Manager's designated representative(s): reviewed and scored the SOQ's Based on the criteria listed below.

Criteria Points

Firm Profile (15 points)

Technical Approach (20 points)

Org Chart and Personnel (20 points)

Relevant Project Experience/References (25 points)

Management Plan (5 points)

Quality Assurance Plan (5 points)

Presentation- Submittal Quality of document/oral presentation (10 points)

Total (100) Points

Financial Consideration:

Staff Recommendation: Staff recommends approving the list for firms as presented.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 4/16/2020
Omar Anzaldua	Approved - 4/16/2020
Patricia Rigney	Approved - 4/17/2020
Ignacio Amezcua	Approved - 4/17/2020
Karla Moya	Approved - 4/17/2020
City Management Office	Final Approval - 4/17/2020

PROJECT #1920-01-528-S013-001																
Firm Name	FIRM OFFICE LOCATION	GENERAL CIVIL	TRAFFIC ENGINEERING	CONSTRUCTION ENGINEERING (CEI)	STRUCTURAL ENGINEERING	MEP	ELECTRICAL ENGINEERING	GRADING CRITERIA							Total Score 100 pts (Max)	Rank
								Firm Profile 15 pts (Max)	Technical Approach 20 pts (Max)	Org Chart and Personnel 20 pts (Max)	Relevant Project Experience 25 pts (Max)	Management Plan 5 pts (Max)	Quality Assurance Plan 5pts (Max)	Presentation- Submittal Quality of document/oral presenation 10 pts		
Half Associates, Inc.	McAllen, TX	X	X	X	X	X	X	14.25	18	18.25	22.25	4.75	4.75	9	91.25	1
International Consulting Engineers	Edinburg, TX	X		X	X	X		12.5	18.75	17	23.75	4.75	4.75	8.75	90.25	2
Cobb Fendley & Associates, Inc.	McAllen, TX	X	X		X			13.25	17.19	18.31	22.19	4.50	4.88	8.56	88.88	3
S & B Infrastructure, Ltd.	McAllen, TX	X		X	X			13	16	17.25	22	4.75	4.75	8.75	86.5	4
Trimad Consultants, LLC	Pharr, TX	X		X				13	16.75	17.25	21.75	4	4.5	8.25	85.5	5
Javier Hinojosa Engineering	McAllen, TX	X						13.25	15.25	16.5	22.5	4	4.75	8.75	85	6
TEDSI Infrastructure Group, Inc.	Mission, TX	X	X	X				12.75	17	17	21.25	4.25	4.25	8.5	85	6
goERO International LLC	McAllen, TX				X			13.5	17	15.75	21.25	4.75	4.25	8.25	84.75	7
Landtech, Inc.	Mission, TX	X	X	X				14	16.75	16.5	20.25	4.25	4.25	8.5	84.5	8
Perez Consulting Engineers	McAllen, TX	X						13.5	17.25	15.75	22	4	4	7.75	84.25	9
Chanin Engineering, LLC	McAllen, TX				X			12.25	15.75	17.5	20.5	4.75	4.5	8.75	84	10
Millennium Engineers Group, Inc.	Pharr, TX			X				14	14.25	17	22.5	3.75	4.25	8.25	84	10
Hanson Professional Services, Inc.	Brownsville, TX	X	X	X	X			13.25	15.5	17	21.25	3.75	3.75	8.5	83	11
B2Z Engineering, LLC	Mission, TX	X		X	X			13.25	16	16	21.75	4	4	7.75	82.75	12
Dannenbaum Engineering Corporation	McAllen, TX	X	X	X	X			12.75	14.75	18.25	20	4.5	4	8.25	82.5	13
R. Gutierrez Engineering Corporation	Pharr, TX	X						12.75	16.5	15.75	21.75	3.75	4.25	7.25	82	14
CONSOR Engineers, LLC	Pharr, TX	X	X	X	X			12	15.75	15.25	22.25	3.75	4	8	81	15
South Texas Infrastructure Group, LLC	Mission, TX	X	X	X				12.25	17.75	15	18.25	4.25	4.75	8.25	80.5	16
Garcia Infrastructure Consultants, LLC	Pharr, TX	X						12.75	15.75	15.5	19.75	4.25	3.75	8.5	80.25	17
GDJ Engineering, LLC	Edinburg, TX	X	X	X				13	15	16.5	19.25	4	4.25	8	80	18
Hinojosa Engineering, Inc.	Mission, TX	X			X			13.75	10.25	17.75	21.5	4.25	4.25	8.25	80	18
J&R Engineering, LLC	McAllen, TX	X		X				13	16	15.5	18.75	4	4	8.75	80	18

Melden & Hunt, Inc.	Edinburg, TX	X						13.5	13.75	15.5	21.25	4.25	4	7.75	80	18
SWG Engineering, LLC	Weslaco, TX	X		X				12.25	16	17.25	16.75	4.25	4.75	8.5	79.75	19
Intelligent Engineering Services, LLP	McAllen, TX				X			13	17	13.25	20.25	3.75	4	7.5	78.75	20
Sigma HN Engineers, PLLC	McAllen, TX					X		12	15	15.25	19.25	4	5	8.25	78.75	21
M2 Engineering, PLLC	Palmview, TX	X		X				13	15.25	15.75	18.5	4.25	4.25	6.75	77.75	22
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	X		X	X			11.5	15.25	15.25	19.75	3.75	3.75	7.75	77	23
Cruz-Hogan Consultants, Inc.	McAllen, TX	X						11.5	15.25	15	20	3.75	3.75	7.25	76.5	24
Arredondo, Zepeda & Brunz, LLC	Dallas, TX	X						11.5	17.5	18.5	14.75	3.75	3.25	6.25	75.5	25
LEMC INC	Mission, TX	X						12	14.25	15.25	18.25	1.5	4	7.25	72.5	26
Amtech Solutions, Inc.	Corpus Christi, TX				X			13.5	13.5	15.5	13	4.25	3.75	7.25	70.75	27
RO Engineering, PLLC	Edinburg, TX					X		12.5	8	9.75	20	3.75	2	7.25	63.25	28
Ever Engineering, LLC	San Antonio, TX							9.375	8.25	7.75	14	2.75	4.25	7.75	54.125	29
Total	34	26	9	17	14	4	1									

12 5 5 5 4 2

GENERAL CIVIL

TRAFFIC
ENGINEERING

CEI

STRUCTURAL

MEP

ELECTRICAL



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 13, 2020

MEETING DATE: April 20, 2020

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration, and action if any, on purchase of mobile data terminal (MDT) for the Pharr Police Department from Turn Key Mobile using Texas DIR Contract # DIR-TSO-4025. (Project# 1920-01-512-P020-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department

What: Purchase of mobile data terminals (MDT) for police fleet

When: April 20, 2020

Where: Purchase will be done from Turn Key Mobile, Inc.

Why: Replacement of old Equipment

Financial Consideration: The purchase consists of 40 mobile data terminals, printers, and mounts. The cost for this purchase is \$ 229,360.00 which was budgeted via capital outlay.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not purchase equipment.

ROUTING:

Jose Luengo

Ignacio Amezcua

Anali Alanis

Karla Moya

City Management Office

Created/Initiated - 4/13/2020

Approved - 4/13/2020

Approved - 4/15/2020

Approved - 4/17/2020

Final Approval - 4/17/2020



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
2/17/2020	23088

Name / Address
Pharr Police Department Oscar Luengo 1900 S. Cage Blvd Pharr, TX 78577

Sales Rep	Prepared By	PO #	Accepted By
MRL	Terry		

Item	Description	Qty	Rate	Total
CF-33LE-02VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:dGPS), 4G LTE Multi Carrier (EM7455), dGPS, Infrared Webcam, 8MP Cam, Contactless SmartCard, Toughbook Preferred, 3 Year ProService Premier Deployment Service, TabletPC ProPlus Warranty, 256 SSD no return service, and Custom BIOS.	40	2,848.00	113,920.00
CF-SVCADDSPED5Y	Panasonic 60MO ABSOLUTE DDS PREM FOR ACAD/STATE/LOCAL GOVT FOR N AMERICA	40	0.00	0.00
CF-SVCPSY5	Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit.Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	40	584.00	23,360.00
CF-LNDDC120	Panasonic Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	40	125.00	5,000.00
GJ-33-LVD0	Panasonic Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33.USB 2.0(4),USB 3.0(2),Serial,Ethernet (2),HDMI,VGA,Docking Connector,Power,Release Lever,Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard. NO power adapter included	40	834.00	33,360.00
7110-1214	Gamber Johnson Panasonic Toughbook 33 Screen Support	40	0.00	0.00
CF-VEK331LMP	Panasonic Premium Keyboard for CF-33.Emissive Red Backlit (4 levels).Handle/kickstand - display can be opened to any angle.Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock.Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial	40	563.00	22,520.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total

Shipping is included.

Signature



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
2/17/2020	23088

Name / Address
Pharr Police Department Oscar Luengo 1900 S. Cage Blvd Pharr, TX 78577

Sales Rep	Prepared By	PO #	Accepted By
MRL	Terry		

Item	Description	Qty	Rate	Total
Misc Sales	Brother RuggedJet RJ4230B-L: Mobile 4" DT Printer w/USB, Bluetooth/MFi, NFC Pairing - Includes: 2 Year Premier Warranty, Li-Ion Battery, Doc Set, Roll Holder Stop and Reinforcement Spacers, Belt Clip & ZPL/CPCL, Brother Printer Mountable Docking Station with Power and USB Connectivity (for use with RJ4230B and RJ4250WB), Brother USB Cable - 6 foot length for PocketJet 3, 6 & 7, RuggedJet 2, 3 & 4, & TD, Brother Car Adapter - Wired - 14 Foot Length	40	780.00	31,200.00
Contract-Texas DIR	Texas DIR Contract # DIR-TSO-4025			0.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total \$229,360.00

Shipping is included.

Signature _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: April 13, 2020

MEETING DATE: April 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding contract for the Pharr Port of Entry Northbound Lanes Expansion and 2nd BSIF Exit.(CSJ# 0921-02-385 & 0921-02-383)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: On March 12, 2020, formal bids were opened, with three (3) respondents to the solicitation. The bids received ranged from \$7,946,724.38 to 11,608,793.28

Financial Consideration: Construction Cost \$7,946,724.38

Staff Recommendation: Staff recommends award of contract Pharr Port of Entry Northbound Lanes Expansion and 2nd BSIF Exit.(CSJ# 0921-02-385 & 0921-02-383) to the lowest responsive and responsible bidder, Jimenez Engineering Solutions dba (International Consulting Engineers) from Edinburg, TX, in the amount of \$7,946,724.38

Alternatives:

ROUTING:

Omar Anzaldua

Ignacio Amezcua

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 4/13/2020

Approved - 4/13/2020

Approved - 4/17/2020

Approved - 4/17/2020

Final Approval - 4/17/2020



600 W. INTERSTATE 2, PHARR, TEXAS 78577-1231 | 956.702.6100 | WWW.TXDOT.GOV

April 7, 2020

Honorable Ambrosio Hernandez
Mayor
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: Concurrence to Award
Pharr/Reynosa International Bridge Northbound Lanes & 2nd BSIF Exit Projects
CSJ: 0921-02-385 & 0921-02-383

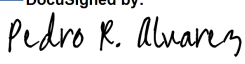
Dear Mayor Hernandez,

We have completed our review of the bid package & analysis that was included with the City of Pharr's letter dated March 27, 2020 and do concur with awarding the contract to Jimenez Engineering Solutions dba International Consulting Engineers (ICE) with their low bid amount of \$7,946,724.38. The City of Pharr may now award the contract and move forward with construction operations.

Ms. Nayely Parra, E.I.T. out of the Pharr Area Office will serve as the construction project manager and will be your point of contact from this point forward. Her contact information has been provided to your Responsible Person In Charge (RPIC), Mr. Omar Anzaldúa, P.E. Please work directly with her to ensure all requirements are met for the City to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Pharr will need to follow can be found at <https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>

If you have any questions, feel free to call me or our Director of Transportation Planning & Development Ms. Norma Y. Garza, P.E. at (956) 702-6180.

Sincerely,

DocuSigned by:

EABA335C2DAA48C...
Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District, Director of Transportation Planning & Development
Rene Garza, P.E., Pharr Area Office, Area Engineer
Dora E. Robles, P.E., TxDOT Project Manager, Advance Project Delivery Section
Nayely Parra, E.I.T, TxDOT Construction Project Manager, Pharr Area Office
Omar Anzaldúa, P.E., RPIC, City of Pharr

						International Consulting Engineers (ICE)		Jim Cooley Construction, LLC (JCC)		D. Wilson Construction Company		Engineer's Estimate	
Spec. Number	Reference Number	Description	Type	UOM	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID 1, 2 & 3 TOTAL						\$7,946,724.38		\$10,460,896.00		\$11,608,793.28		\$8,573,293.61
	BASE BID 1 - CSJ 0921-02-385 NORTHBOUND LANES						\$3,393,237.22		\$4,923,139.00		\$5,278,011.66		\$3,311,269.64
100 6002	1	PREPARING ROW	Base	STA	13	\$900.00	\$11,700.00	\$16,100.00	\$209,300.00	\$4,200.00	\$54,600.00	\$6,033.31	\$78,433.03
104 6001	2	REMOVING CONC (PAV)	Base	SY	348	\$50.00	\$17,400.00	\$30.00	\$10,440.00	\$150.00	\$52,200.00	\$4.17	\$1,451.16
104 6009	3	REMOVING CONC (RIPRAP)	Base	SY	215	\$30.00	\$6,450.00	\$150.00	\$32,250.00	\$50.00	\$10,750.00	\$4.72	\$1,014.80
104 6015	4	REMOVING CONC (SIDEWALKS)	Base	SY	39	\$15.00	\$585.00	\$84.00	\$3,276.00	\$35.00	\$1,365.00	\$6.07	\$236.73
110 6001	5	EXCAVATION (ROADWAY)	Base	CY	1,697.00	\$12.00	\$20,364.00	\$47.00	\$79,759.00	\$10.50	\$17,818.50	\$3.54	\$6,007.38
110 6002	6	EXCAVATION (CHANNEL)	Base	CY	20	\$28.00	\$560.00	\$180.00	\$3,600.00	\$25.00	\$500.00	\$8.22	\$164.40
132 6006	7	EMBANKMENT (FINAL)(DENS CONT)(TY C)	Base	CY	9,236.00	\$15.00	\$138,540.00	\$34.00	\$314,024.00	\$13.00	\$120,068.00	\$5.46	\$50,428.56
247 6041	8	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS	Base	CY	1,381.00	\$65.00	\$89,765.00	\$58.00	\$80,098.00	\$120.00	\$165,720.00	\$83.00	\$114,623.00
260 6011	9	LIME TRT (EXST MATL) (12")	Base	SY	8,479.00	\$4.00	\$33,916.00	\$7.00	\$59,353.00	\$3.00	\$25,437.00	\$1.96	\$16,618.84
260 6043	10	LIME (HYD, COM OR QK)(SLURRY)	Base	TON	168	\$200.00	\$33,600.00	\$352.00	\$59,136.00	\$290.00	\$48,720.00	\$203.36	\$34,164.48
275 6001	11	CEMENT	Base	TON	94	\$185.00	\$17,390.00	\$329.00	\$30,926.00	\$200.00	\$18,800.00	\$158.83	\$14,930.02
275 6003	12	CEMENT TREAT (NEW BASE) (6")	Base	SY	8,284.00	\$4.00	\$33,136.00	\$5.00	\$41,420.00	\$3.00	\$24,852.00	\$4.08	\$33,798.72
310 6009	13	PRIME COAT (MC-30)	Base	GAL	1,657.00	\$12.00	\$19,884.00	\$2.00	\$3,314.00	\$8.00	\$13,256.00	\$3.84	\$6,362.88
341 6076	14	D-GR HMA TY B SAC-B PG (64-22)	Base	TON	473	\$135.00	\$63,855.00	\$174.00	\$82,302.00	\$195.00	\$92,235.00	\$69.20	\$32,731.60
360 6090	15	CONC PAV (JOINT REINF) (11.5")	Base	SY	8,284.00	\$155.00	\$1,284,020.00	\$106.00	\$878,104.00	\$120.00	\$994,080.00	\$170.00	\$1,408,280.00
529 6005	16	CONC CURB (MONO) (TY II)	Base	LF	1,259.00	\$15.00	\$18,885.00	\$33.00	\$41,547.00	\$10.00	\$12,590.00	\$3.89	\$4,897.51
540 6001	17	MTL W-BEAM GD FEN (TIM POST)	Base	LF	25	\$55.00	\$1,375.00	\$100.00	\$2,500.00	\$200.00	\$5,000.00	\$23.49	\$587.25
400 6005	18	CEM STABIL BKFL	Base	CY	16	\$150.00	\$2,400.00	\$112.00	\$1,792.00	\$235.00	\$3,760.00	\$43.88	\$702.08
400 6010	19	STRUCT EXCAV (SPECIAL)	Base	CY	24	\$25.00	\$600.00	\$59.00	\$1,416.00	\$100.00	\$2,400.00	\$40.41	\$969.84
401 6001	20	FLOWABLE BACKFILL	Base	CY	13	\$150.00	\$1,950.00	\$176.00	\$2,288.00	\$235.00	\$3,055.00	\$129.62	\$1,685.06
432 6002	21	RIPRAP (CONC)(5 IN)	Base	CY	12	\$320.00	\$3,840.00	\$430.00	\$5,160.00	\$680.00	\$8,160.00	\$485.00	\$5,820.00
432 6006	22	RIPRAP (CONC)(CL B)	Base	CY	1.5	\$320.00	\$480.00	\$1,080.00	\$1,620.00	\$1,400.00	\$2,100.00	\$460.00	\$690.00
432 6044	23	RIPRAP (CONC)(FLUME)	Base	CY	23	\$320.00	\$7,360.00	\$448.00	\$10,304.00	\$1,000.00	\$23,000.00	\$492.83	\$11,335.09

462 6050	24	CONC BOX CULV (5 FT X 2 FT)(EXTEND)	Base	LF	128	\$350.00	\$44,800.00	\$848.00	\$108,544.00	\$575.00	\$73,600.00	\$496.64	\$63,569.92
466 6150	25	WINGWALL (FW - 0) (HW=3 FT)	Base	EA	1	\$8,000.00	\$8,000.00	\$7,100.00	\$7,100.00	\$18,000.00	\$18,000.00	\$5,343.05	\$5,343.05
480 6001	26	CLEAN EXIST CULVERTS	Base	EA	2	\$300.00	\$600.00	\$1,720.00	\$3,440.00	\$3,500.00	\$7,000.00	\$1,993.20	\$3,986.40
496 6002	27	REMOV STR (INLET)	Base	EA	4	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$3,000.00	\$12,000.00	\$501.27	\$2,005.08
496 6006	28	REMOVE STR (HEADWALL)	Base	EA	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	\$688.15	\$688.15
496 6007	29	REMOVE STR (PIPE)	Base	LF	130	\$35.00	\$4,550.00	\$20.00	\$2,600.00	\$30.00	\$3,900.00	\$7.25	\$942.50
542 6001	30	REMOVE METAL BEAM GUARD FENCE	Base	LF	25	\$20.00	\$500.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$5.14	\$128.50
419 6002	31	DRILL SHAFT (24 IN)	Base	LF	215	\$200.00	\$43,000.00	\$165.00	\$35,475.00	\$200.00	\$43,000.00	\$140.49	\$30,205.35
531 6001	32	CONC SIDEWALKS (4")	Base	SY	32	\$54.00	\$1,728.00	\$88.00	\$2,816.00	\$125.00	\$4,000.00	\$28.14	\$900.48
550 6003	33	CHAIN LINK FENCE (REMOVE) (10' HEIGHT) W/ 2' BARBER TOP	Base	LF	300	\$15.00	\$4,500.00	\$5.00	\$1,500.00	\$12.00	\$3,600.00	\$6.60	\$1,980.00
550 6008	34	CHAIN LINK FENCE (INSTALL) (10' HEIGHT) W/ 2' BARBER TOP (CMPL IN PLACE)	Base	LF	258	\$75.00	\$19,350.00	\$94.00	\$24,252.00	\$127.00	\$32,766.00	\$46.05	\$11,880.90
550 7001	35	IRON (10' HEIGHT) FENCE (REMOVE)	Base	LF	574	\$22.00	\$12,628.00	\$18.00	\$10,332.00	\$22.50	\$12,915.00	\$15.00	\$8,610.00
550 7002	36	STEEL FRAME SLIDING (DRIVE-THRU) GATE (DOUBLE) (REMOVE)	Base	EA	1	\$850.00	\$850.00	\$2,940.00	\$2,940.00	\$5,984.00	\$5,984.00	\$4,000.00	\$4,000.00
550 7003	37	IRON SECURITY FENCE (INSTALL) (10' HEIGHT)	Base	LF	574	\$180.00	\$103,320.00	\$728.00	\$417,872.00	\$162.00	\$92,988.00	\$50.00	\$28,700.00
550 7004	38	STEEL FRAME SLIDING (DRIVE-THRU) GATE (DOUBLE) (BARB TOP) (10'X64') (INSTALL) (CMPL IN PLACE)	Base	EA	1	\$20,000.00	\$20,000.00	\$68,000.00	\$68,000.00	\$190,000.00	\$190,000.00	\$15,000.00	\$15,000.00
552 6006	39	LANE CLOSURE GATE (INSTALL) (4') (COMPL IN PLACE)	Base	EA	1	\$5,000.00	\$5,000.00	\$23,900.00	\$23,900.00	\$7,890.00	\$7,890.00	\$6,000.00	\$6,000.00
610 6009	40	REMOVE RD IL ASM (TRANS-BASE)	Base	EA	8	\$500.00	\$4,000.00	\$735.00	\$5,880.00	\$5,356.00	\$42,848.00	\$440.14	\$3,521.12
610 7001	41	IN ILL ASSY 1 FIXTURES	Base	EA	13	\$3,200.00	\$41,600.00	\$3,250.00	\$42,250.00	\$3,830.00	\$49,790.00	\$3,000.00	\$39,000.00
610 7002	42	IN ILL ASSY 2 FIXTURES	Base	EA	6	\$3,750.00	\$22,500.00	\$3,250.00	\$19,500.00	\$6,125.00	\$36,750.00	\$4,000.00	\$24,000.00
618 6023	43	CONDT (PVC) (SCH 40) (2")	Base	LF	2,653.00	\$18.00	\$47,754.00	\$30.00	\$79,590.00	\$13.10	\$34,754.30	\$7.50	\$19,897.50
620 6009	44	ELEC CONDR (NO.6) BARE	Base	LF	2,653.00	\$2.50	\$6,632.50	\$12.00	\$31,836.00	\$1.23	\$3,263.19	\$1.50	\$3,979.50
620 6010	45	ELEC CONDR (NO.6) INSULATED	Base	LF	5,307.00	\$2.50	\$13,267.50	\$15.00	\$79,605.00	\$1.25	\$6,633.75	\$1.51	\$8,013.57
624 6028	46	REMOVE GROUND BOX	Base	EA	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,225.00	\$2,450.00	\$238.53	\$477.06
9003 6004	47	PRIMARY INSPECTION BOOTHS (36 SF MIN) INCLUDES: (BOOTH CABINS, TRAFFIC CONTROL SERVICES EQUIPMENT, INTERNET LINE TERMINAL, ILLUMINATION, ELECTR CONNECT PANEL, HARDWARE	Base	EA	2	\$180,376.65	\$360,753.30	\$292,000.00	\$584,000.00	\$421,349.50	\$842,699.00	\$115,000.00	\$230,000.00
9003 6005	48	PRIMARY CANOPY (750 SY PER LANE MIN) (16' 6" CLEARANCE MIN) INCLUDES: (EXTENSION OF EXISTING CANOPY TO MATCH EXISTING APPEARANCE,	Base	LS	1	\$452,150.42	\$452,150.42	\$517,200.00	\$517,200.00	\$713,142.00	\$713,142.00	\$575,000.00	\$575,000.00
9003 6006	49	CONCRETE X-RAYS (RPM) PAD5 (ENTRANCE) (COMPL IN PLACE)	Base	LS	2	\$24,850.00	\$49,700.00	\$18,000.00	\$36,000.00	\$30,000.00	\$60,000.00	\$2,500.00	\$5,000.00
502 7001	50	TRAFFIC ORANGE CONES (FOR CBP USE)	Base	EA	10	\$100.00	\$1,000.00	\$138.00	\$1,380.00	\$105.00	\$1,050.00	\$30.00	\$300.00

636 6001	51	ALUMINUM SIGNS (TY A)	Base	SF	23	\$100.00	\$2,300.00	\$400.00	\$9,200.00	\$239.00	\$5,497.00	\$60.77	\$1,397.71
636 6007	52	REPLACE EXISTING ALUMINUM SIGNS(TY A)	Base	SF	45	\$100.00	\$4,500.00	\$420.00	\$18,900.00	\$239.00	\$10,755.00	\$21.02	\$945.90
644 6001	53	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	Base	EA	8	\$800.00	\$6,400.00	\$2,400.00	\$19,200.00	\$584.00	\$4,672.00	\$481.77	\$3,854.16
644 6004	54	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	Base	EA	1	\$800.00	\$800.00	\$2,400.00	\$2,400.00	\$946.00	\$946.00	\$598.82	\$598.82
644 6007	55	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	Base	EA	2	\$800.00	\$1,600.00	\$2,400.00	\$4,800.00	\$1,327.00	\$2,654.00	\$774.27	\$1,548.54
644 6017	56	IN SM RD SN SUP&AM TY10BWG(2)SA(P)	Base	EA	3	\$800.00	\$2,400.00	\$8,400.00	\$25,200.00	\$1,183.00	\$3,549.00	\$1,027.33	\$3,081.99
644 6076	57	REMOVE SM RD SN SUP&AM	Base	EA	4	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$300.00	\$1,200.00	\$60.28	\$241.12
666 6178	58	REFL PAV MRK TY II (W) 8" (SLD)	Base	LF	965	\$3.00	\$2,895.00	\$9.00	\$8,685.00	\$2.00	\$1,930.00	\$0.55	\$530.75
666 6303	59	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	Base	LF	3,933.00	\$2.00	\$7,866.00	\$5.00	\$19,665.00	\$1.00	\$3,933.00	\$0.37	\$1,455.21
666 6224	60	PAVEMENT SEALER 4"	Base	LF	3,933.00	\$1.00	\$3,933.00	\$3.00	\$11,799.00	\$0.40	\$1,573.20	\$0.50	\$1,966.50
666 6226	61	PAVEMENT SEALER 8"	Base	LF	1,505.00	\$1.50	\$2,257.50	\$3.00	\$4,515.00	\$0.80	\$1,204.00	\$0.94	\$1,414.70
668 6003	62	PREFAB PAV MRK TY B (W)(4")(DOT)	Base	LF	273	\$5.00	\$1,365.00	\$35.00	\$9,555.00	\$5.00	\$1,365.00	\$5.00	\$1,365.00
668 6005	63	PREFAB PAV MRK TY B (W)(4")(BRK)CNTST	Base	LF	540	\$5.00	\$2,700.00	\$31.00	\$16,740.00	\$5.00	\$2,700.00	\$4.40	\$2,376.00
672 6010	64	REFL PAV MRKR TY II-C-R	Base	EA	24	\$10.00	\$240.00	\$368.00	\$8,832.00	\$5.00	\$120.00	\$3.66	\$87.84
677 6001	65	ELIM EXT PAV MRK & MRKS (4")	Base	LF	1,117.00	\$1.00	\$1,117.00	\$3.00	\$3,351.00	\$2.00	\$2,234.00	\$0.36	\$402.12
677 6003	66	ELIM EXT PAV MRK & MRKS (8")	Base	LF	695	\$1.00	\$695.00	\$11.00	\$7,645.00	\$4.00	\$2,780.00	\$0.78	\$542.10
162 6002	67	BLOCK SODDING	Base	SY	3,266.00	\$4.00	\$13,064.00	\$6.00	\$19,596.00	\$5.73	\$18,714.18	\$2.93	\$9,569.38
168 6001	68	VEGETATIVE WATERING	Base	MG	327	\$40.00	\$13,080.00	\$37.00	\$12,099.00	\$21.52	\$7,037.04	\$10.56	\$3,453.12
204 6003	69	SPRINKLING (DUST CONTROL)	Base	MG	52	\$40.00	\$2,080.00	\$95.00	\$4,940.00	\$250.00	\$13,000.00	\$6.21	\$322.92
506 6002	70	ROCK FILTER DAMS (INSTALL) (TY 2)	Base	LF	10	\$45.00	\$450.00	\$65.00	\$650.00	\$40.00	\$400.00	\$29.37	\$293.70
506 6011	71	ROCK FILTER DAMS (REMOVE)	Base	LF	10	\$25.00	\$250.00	\$45.00	\$450.00	\$25.00	\$250.00	\$21.97	\$219.70
506 6031	72	FRNT END LOADER WORK (ERSN & SEDM CONT	Base	HR	30	\$100.00	\$3,000.00	\$144.00	\$4,320.00	\$150.00	\$4,500.00	\$68.28	\$2,048.40
506 6038	73	TEMP SEDMT CONT FENCE (INSTALL)	Base	LF	1,358.00	\$5.00	\$6,790.00	\$5.00	\$6,790.00	\$4.25	\$5,771.50	\$2.58	\$3,503.64
506 6039	74	TEMP SEDMT CONT FENCE (REMOVE)	Base	LF	1,358.00	\$2.00	\$2,716.00	\$2.00	\$2,716.00	\$2.00	\$2,716.00	\$0.74	\$1,004.92
500 6001	76	MOBILIZATION	Base	LS	1	\$100,000.00	\$100,000.00	\$544,300.00	\$544,300.00	\$1,060,971.00	\$1,060,971.00	\$305,000.00	\$305,000.00
502 6001	77	BARRICADES, SIGNS AND TRAFFIC HANDLING	Base	MO	9	\$14,000.00	\$126,000.00	\$9,400.00	\$84,600.00	\$12,200.00	\$109,800.00	\$4,998.21	\$44,983.89
	BASE BID 2 - CSJ 0921-02-383 2ND BSIF EXIT						\$4,070,697.16		\$5,158,422.00		\$5,790,516.62		\$4,400,335.78
100 6002	78	PREPARING ROW	Base	STA	13	\$900.00	\$11,700.00	\$14,000.00	\$182,000.00	\$2,000.00	\$26,000.00	\$6,033.31	\$78,433.03

104 6001	79	REMOVING CONC (PAV)	Base	SY	714	\$50.00	\$35,700.00	\$35.00	\$24,990.00	\$55.00	\$39,270.00	\$4.17	\$2,977.38
104 6009	80	REMOVING CONC (RIPRAP)	Base	SY	291	\$30.00	\$8,730.00	\$73.00	\$21,243.00	\$15.00	\$4,365.00	\$4.72	\$1,373.52
110 6001	81	EXCAVATION (ROADWAY)	Base	CY	1,692.00	\$12.00	\$20,304.00	\$47.00	\$79,524.00	\$13.00	\$21,996.00	\$3.54	\$5,989.68
110 6002	82	EXCAVATION (CHANNEL)	Base	CY	1,216.00	\$28.00	\$34,048.00	\$45.00	\$54,720.00	\$25.00	\$30,400.00	\$8.22	\$9,995.52
132 6006	83	EMBANKMENT (FINAL)(DENS CONT)(TY C)	Base	CY	2,408.00	\$15.00	\$36,120.00	\$23.00	\$55,384.00	\$12.00	\$28,896.00	\$5.46	\$13,147.68
247 6041	84	FL BS 9CMP IN PLC)(TYA GR1-2)(FNAL POS	Base	CY	1,768.00	\$65.00	\$114,920.00	\$58.00	\$102,544.00	\$85.00	\$150,280.00	\$83.00	\$146,744.00
260 6011	85	LIME TRT (EXST MATL) (12")	Base	SY	10,811.00	\$4.00	\$43,244.00	\$7.00	\$75,677.00	\$2.75	\$29,730.25	\$1.96	\$21,189.56
260 6043	86	LIME (HYD, COM OR QK)(SLURRY)	Base	TON	214	\$200.00	\$42,800.00	\$353.00	\$75,542.00	\$175.00	\$37,450.00	\$203.36	\$43,519.04
275 6001	87	CEMENT	Base	TON	120	\$185.00	\$22,200.00	\$329.00	\$39,480.00	\$175.00	\$21,000.00	\$158.83	\$19,059.60
275 6003	88	CEMENT TREAT (NEW BASE) (6")	Base	SY	10,608.00	\$4.00	\$42,432.00	\$5.00	\$53,040.00	\$3.00	\$31,824.00	\$4.08	\$43,280.64
310 6009	89	PRIME COAT (MC-30)	Base	GAL	2,122.00	\$10.00	\$21,220.00	\$2.00	\$4,244.00	\$5.00	\$10,610.00	\$3.84	\$8,148.48
341 6076	90	D-GR HMA TY B SAC-B PG (64-22)	Base	TON	605	\$135.00	\$81,675.00	\$175.00	\$105,875.00	\$195.00	\$117,975.00	\$69.20	\$41,866.00
360 6090	91	CONC PAV (JOINT REINF) (11.5")	Base	SY	10,608.00	\$155.00	\$1,644,240.00	\$106.00	\$1,124,448.00	\$100.00	\$1,060,800.00	\$170.00	\$1,803,360.00
529 6005	92	CONC CURB (MONO) (TY II)	Base	LF	2,208.00	\$15.00	\$33,120.00	\$33.00	\$72,864.00	\$10.00	\$22,080.00	\$3.89	\$8,589.12
400 6005	93	CEM STABIL BKFL	Base	CY	253	\$150.00	\$37,950.00	\$112.00	\$28,336.00	\$85.00	\$21,505.00	\$43.88	\$11,101.64
400 6010	94	STRUCT EXCAV (SPECIAL)	Base	CY	191	\$25.00	\$4,775.00	\$95.00	\$18,145.00	\$100.00	\$19,100.00	\$40.41	\$7,718.31
401 6001	95	FLOWABLE BACKFILL	Base	CY	22	\$150.00	\$3,300.00	\$177.00	\$3,894.00	\$195.00	\$4,290.00	\$129.62	\$2,851.64
402 6001	96	TRENCH EXCAVATION PROTECTION	Base	LF	863	\$12.00	\$10,356.00	\$13.00	\$11,219.00	\$0.50	\$431.50	\$1.94	\$1,674.22
403 6001	97	TEMPORARY SPL SHORING	Base	SF	93	\$140.00	\$13,020.00	\$80.00	\$7,440.00	\$10.36	\$963.48	\$30.19	\$2,807.67
432 6002	98	RIPRAP (CONC)(5 IN)	Base	CY	226	\$320.00	\$72,320.00	\$430.00	\$97,180.00	\$680.00	\$153,680.00	\$485.00	\$109,610.00
432 6006	99	RIPRAP (CONC)(CL B)	Base	CY	1	\$320.00	\$320.00	\$1,290.00	\$1,290.00	\$450.00	\$450.00	\$460.00	\$460.00
432 6044	100	RIPRAP (CONC)(FLUME)	Base	CY	45	\$320.00	\$14,400.00	\$448.00	\$20,160.00	\$1,500.00	\$67,500.00	\$492.83	\$22,177.35
462 6013	101	CONC BOX CULV (6 FT X 6 FT)	Base	LF	200	\$650.00	\$130,000.00	\$1,180.00	\$236,000.00	\$925.00	\$185,000.00	\$447.60	\$89,520.00
464 6038	102	RC PIPE (CL III)(18 IN)(SPL)	Base	LF	54	\$45.00	\$2,430.00	\$79.00	\$4,266.00	\$95.00	\$5,130.00	\$29.82	\$1,610.28
464 6040	103	RC PIPE (CL III)(30 IN)(SPL)	Base	LF	124	\$118.00	\$14,632.00	\$107.00	\$13,268.00	\$130.00	\$16,120.00	\$63.50	\$7,874.00
464 6041	104	RC PIPE (CL III)(36 IN)(SPL)	Base	LF	104	\$135.00	\$14,040.00	\$141.00	\$14,664.00	\$150.00	\$15,600.00	\$81.49	\$8,474.96
464 6043	105	RC PIPE (CL III)(48 IN)(SPL)	Base	LF	422	\$220.00	\$92,840.00	\$206.00	\$86,932.00	\$180.00	\$75,960.00	\$144.40	\$60,936.80
464 6061	106	RC PIPE (CL IV) (30 IN) (SPL)	Base	LF	60	\$300.00	\$18,000.00	\$113.00	\$6,780.00	\$130.00	\$7,800.00	\$90.00	\$5,400.00

465 6003	107	MANH (COMPL)(PRM)(60IN)	Base	EA	2	\$7,500.00	\$15,000.00	\$6,100.00	\$12,200.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00
465 6004	108	MANH (COMPL)(PRM)(72IN)	Base	EA	2	\$9,500.00	\$19,000.00	\$7,400.00	\$14,800.00	\$7,000.00	\$14,000.00	\$5,671.07	\$11,342.14
465 6160	109	INLET(COMPL)(PAZD)(FG)(4FTX4FT-4FTX4FT	Base	EA	2	\$7,500.00	\$15,000.00	\$2,940.00	\$5,880.00	\$5,000.00	\$10,000.00	\$4,786.21	\$9,572.42
476 6025	110	JACK BOR OR TUN PIPE(36 IN)(RC)(CL IV)	Base	LF	60	\$220.00	\$13,200.00	\$745.00	\$44,700.00	\$1,075.00	\$64,500.00	\$1,127.41	\$67,644.60
496 6002	111	REMOV STR (INLET)	Base	EA	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$501.27	\$501.27
496 6003	112	REMOV STR (MANHOLE)	Base	EA	1	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$440.00	\$440.00
496 6007	113	REMOVE STR (PIPE)	Base	LF	711	\$35.00	\$24,885.00	\$23.00	\$16,353.00	\$10.00	\$7,110.00	\$7.25	\$5,154.75
1008 6005	114	PRSSR IRRIG PVC PIPE (30")	Base	LF	166	\$110.00	\$18,260.00	\$170.00	\$28,220.00	\$100.00	\$16,600.00	\$60.00	\$9,960.00
7016 6104	115	CASING (STEEL)(42 IN)(OPEN TRENCH)	Base	LF	145	\$180.00	\$26,100.00	\$390.00	\$56,550.00	\$275.00	\$39,875.00	\$500.00	\$72,500.00
416 6002	116	DRILL SHAFT (24 IN)	Base	LF	276	\$200.00	\$55,200.00	\$140.00	\$38,640.00	\$200.00	\$55,200.00	\$140.49	\$38,775.24
550 6003	117	CHAIN LINK FENCE (REMOVE) (10' HEIGHT) W/ 2' BARBER TOP	Base	LF	330	\$10.00	\$3,300.00	\$12.00	\$3,960.00	\$12.00	\$3,960.00	\$6.60	\$2,178.00
550 6008	118	CHAIN LINK FENCE (INSTALL) (10' HEIGHT) W/ 2' BARBER TOP (CMPL IN PLACE)	Base	LF	571	\$75.00	\$42,825.00	\$94.00	\$53,674.00	\$127.00	\$72,517.00	\$46.05	\$26,294.55
550 7005	119	STEEL FRAME SLIDING (DRIVE-THRU) GATE (DOUBLE) (BARB TOP) (10'X64')&(10'X56') (INSTALL) (COMPL IN	Base	EA	1	\$5,000.00	\$5,000.00	\$59,800.00	\$59,800.00	\$186,205.00	\$186,205.00	\$15,000.00	\$15,000.00
610 6009	120	REMOVE RD IL ASM (TRANS-BASE)	Base	EA	7	\$850.00	\$5,950.00	\$1,500.00	\$10,500.00	\$4,256.00	\$29,792.00	\$440.14	\$3,080.98
610 7002	121	IN ILL ASSY 2 FIXTURES	Base	EA	13	\$3,200.00	\$41,600.00	\$3,100.00	\$40,300.00	\$5,576.00	\$72,488.00	\$4,000.00	\$52,000.00
610 7003	122	IN ILL ASSY 3 FIXTURES	Base	EA	8	\$3,750.00	\$30,000.00	\$3,100.00	\$24,800.00	\$7,812.00	\$62,496.00	\$6,000.00	\$48,000.00
618 6023	123	CONDT (PVC) (SCH 40) (2")	Base	LF	2,193.00	\$18.00	\$39,474.00	\$29.00	\$63,597.00	\$12.08	\$26,491.44	\$7.50	\$16,447.50
618 6024	124	CONDT (PVC) (SCH 40) (2") BORE	Base	EA	302	\$40.00	\$12,080.00	\$50.00	\$15,100.00	\$21.36	\$6,450.72	\$27.24	\$8,226.48
620 6009	125	ELEC CONDR (NO.6) BARE	Base	LF	2,495.00	\$2.50	\$6,237.50	\$12.00	\$29,940.00	\$1.30	\$3,243.50	\$1.50	\$3,742.50
620 6010	126	ELEC CONDR (NO.6) INSULATED	Base	LF	4,990.00	\$2.50	\$12,475.00	\$5.00	\$24,950.00	\$1.33	\$6,636.70	\$1.51	\$7,534.90
624 6002	127	GROUND BOX TY A (122311)W/APRON	Base	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,250.00	\$4,250.00	\$758.42	\$758.42
9003 6002	128	EXIT INSPECTION BOOTHS (36 SF MIN) INCLUDES: (BOOTH CABINS, TRAFFIC CONTROL SERVICES EQUIPMENT, INTERNET LINE TERMINAL, ILLUMINATION, ELECTR CONNECT PANEL, HARDWARE	Base	EA	2	\$192,490.08	\$384,980.16	\$355,000.00	\$710,000.00	\$502,971.00	\$1,005,942.00	\$95,000.00	\$190,000.00
9003 6003	129	EXIT CANOPY (750 SY PER LANE MIN) (16' 6" CLEARANCE MIN) INCLUDES: (NEW CANOPY,	Base	LS	1	\$174,000.00	\$174,000.00	\$420,000.00	\$420,000.00	\$401,895.00	\$401,895.00	\$575,000.00	\$575,000.00
9032 6002	130	PARTIAL DEMOLITION AND REMODELING OF VACIS BUILDING*	Base	LS	1	\$232,500.00	\$232,500.00	\$152,000.00	\$152,000.00	\$284,794.00	\$284,794.00	\$115,000.00	\$115,000.00
644 6001	131	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	Base	EA	7	\$800.00	\$5,600.00	\$2,400.00	\$16,800.00	\$702.00	\$4,914.00	\$481.77	\$3,372.39
644 6004	132	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	Base	EA	1	\$800.00	\$800.00	\$2,400.00	\$2,400.00	\$946.00	\$946.00	\$598.82	\$598.82
644 6076	133	REMOVE SM RD SN SUP&AM	Base	EA	3	\$500.00	\$1,500.00	\$11,100.00	\$33,300.00	\$300.00	\$900.00	\$60.28	\$180.84
666 6036	134	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	Base	LF	1,376.00	\$3.00	\$4,128.00	\$12.00	\$16,512.00	\$2.00	\$2,752.00	\$0.97	\$1,334.72

666 6048	135	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	Base	LF	155	\$9.00	\$1,395.00	\$32.00	\$4,960.00	\$6.00	\$930.00	\$5.93	\$919.15
666 6303	136	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL	Base	LF	1,650.00	\$2.00	\$3,300.00	\$6.00	\$9,900.00	\$1.00	\$1,650.00	\$0.37	\$610.50
666 6224	137	PAVEMENT SEALER 4"	Base	LF	1,650.00	\$1.00	\$1,650.00	\$3.00	\$4,950.00	\$0.40	\$660.00	\$0.50	\$825.00
666 6226	138	PAVEMENT SEALER 8"	Base	LF	1,396.00	\$1.50	\$2,094.00	\$6.00	\$8,376.00	\$0.80	\$1,116.80	\$0.94	\$1,312.24
666 6230	139	PAVEMENT SEALER 24"	Base	LF	155	\$4.50	\$697.50	\$31.00	\$4,805.00	\$2.50	\$387.50	\$2.34	\$362.70
668 6003	140	PREFAB PAV MRK TY B (W)(4"')(DOT)	Base	LF	99	\$5.00	\$495.00	\$36.00	\$3,564.00	\$5.00	\$495.00	\$5.00	\$495.00
668 6005	141	PREFAB PAV MRK TY B (W)(4"')(BRK)CNTST	Base	LF	20	\$5.00	\$100.00	\$36.00	\$720.00	\$5.00	\$100.00	\$4.40	\$88.00
672 6010	142	REFL PAV MRKR TY II-C-R	Base	EA	2	\$10.00	\$20.00	\$368.00	\$736.00	\$5.00	\$10.00	\$3.66	\$7.32
677 6001	143	ELIM EXT PAV MRK & MRKS (4")	Base	LF	713	\$1.00	\$713.00	\$5.00	\$3,565.00	\$2.00	\$1,426.00	\$0.36	\$256.68
677 6003	144	ELIM EXT PAV MRK & MRKS (8")	Base	LF	321	\$1.00	\$321.00	\$11.00	\$3,531.00	\$4.00	\$1,284.00	\$0.78	\$250.38
162 6002	145	BLOCK SODDING	Base	SY	3,612.00	\$4.00	\$14,448.00	\$7.00	\$25,284.00	\$5.73	\$20,696.76	\$2.93	\$10,583.16
168 6001	146	VEGETATIVE WATERING	Base	MG	361	\$40.00	\$14,440.00	\$59.00	\$21,299.00	\$21.52	\$7,768.72	\$10.56	\$3,812.16
204 6003	147	SPRINKLING (DUST CONTROL)	Base	MG	48	\$40.00	\$1,920.00	\$112.00	\$5,376.00	\$250.00	\$12,000.00	\$6.21	\$298.08
506 6001	148	ROCK FILTER DAMS (INSTALL) (TY 1)	Base	LF	120	\$45.00	\$5,400.00	\$65.00	\$7,800.00	\$40.00	\$4,800.00	\$26.80	\$3,216.00
506 6011	149	ROCK FILTER DAMS (REMOVE)	Base	LF	120	\$10.00	\$1,200.00	\$39.00	\$4,680.00	\$25.00	\$3,000.00	\$21.97	\$2,636.40
506 6020	150	CONSTRUCTION EXITS (INSTALL) (TY 1)	Base	SY	156	\$30.00	\$4,680.00	\$28.00	\$4,368.00	\$25.00	\$3,900.00	\$21.60	\$3,369.60
506 6024	151	CONSTRUCTION EXITS (REMOVE)	Base	SY	156	\$10.00	\$1,560.00	\$25.00	\$3,900.00	\$10.00	\$1,560.00	\$10.65	\$1,661.40
506 6031	152	FRNT END LOADER WORK (ERSN & SEDM CONT	Base	HR	30	\$100.00	\$3,000.00	\$144.00	\$4,320.00	\$150.00	\$4,500.00	\$68.28	\$2,048.40
506 6038	153	TEMP SEDMT CONT FENCE (INSTALL)	Base	LF	529	\$5.00	\$2,645.00	\$6.00	\$3,174.00	\$4.25	\$2,248.25	\$2.58	\$1,364.82
506 6039	154	TEMP SEDMT CONT FENCE (REMOVE)	Base	LF	529	\$2.00	\$1,058.00	\$3.00	\$1,587.00	\$2.00	\$1,058.00	\$0.74	\$391.46
506 6041	155	BIODEG EROSN CONT LOGS (INSTL) (12")	Base	LF	120	\$8.00	\$960.00	\$12.00	\$1,440.00	\$10.00	\$1,200.00	\$3.78	\$453.60
506 6043	156	BIODEG EROSN CONT LOGS (REMOVE)	Base	LF	120	\$2.00	\$240.00	\$6.00	\$720.00	\$4.00	\$480.00	\$0.76	\$91.20
7165 6003	157	INSTALL 2" GAS LINE	Base	LF	1,681.00	\$30.00	\$50,430.00	\$82.00	\$137,842.00	\$26.00	\$43,706.00	\$28.00	\$47,068.00
7165 6004	158	INSTALL 3" GAS-LINE-COMPLETE IN PLACE	Base	LF	10	\$100.00	\$1,000.00	\$140.00	\$1,400.00	\$40.00	\$400.00	\$120.00	\$1,200.00
7165 6005	159	INSTALL METER LINE	Base	EA	1	\$5,500.00	\$5,500.00	\$4,900.00	\$4,900.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
7165 6006	160	INSTALL GAS REGULATOR	Base	EA	1	\$1,500.00	\$1,500.00	\$4,700.00	\$4,700.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
500 6001	161	MOBILIZATION	Base	LS	1	\$100,000.00	\$100,000.00	\$286,000.00	\$286,000.00	\$866,675.00	\$866,675.00	\$390,000.00	\$390,000.00
502 6001	162	BARRICADES, SIGNS AND TRAFFIC HANDLING	Base	MO	9	\$4,000.00	\$36,000.00	\$8,200.00	\$73,800.00	\$22,200.00	\$199,800.00	\$4,998.21	\$44,983.89

	BASE BID 3 - FULL DEPTH CONCRETE PAVEMENT REPAIR						\$482,790.00		\$379,335.00		\$540,265.00		\$861,688.19
361 6052	163	FULL - DEPTH REPAIR CRCP (8"-14")**	Base	SY	2,299.00	\$210.00	\$482,790.00	\$165.00	\$379,335.00	\$235.00	\$540,265.00	\$374.81	\$861,688.19



AGENDA MEMORANDUM



BOARD: Pharr International Toll Bridge Board

AGENDA ITEM #: 9.B.

DATE SUBMITTED: April 16, 2020

MEETING DATE: April 20, 2020

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Discussion and action, if any, on renewal proposal from XOANA for road signs in Reynosa.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On April 15, 2020, the Bridge Board approved the renewal proposal from XOANA for road signs in Reynosa.

Financial Consideration: \$2,750.00 per month for 3 years.

Staff Recommendation: Authorization to continue using XOANA for road signs in Reynosa that direct commercial traffic to the Pharr Bridge. The contract terms will be for three years.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 4/16/2020

Approved - 4/17/2020

Approved - 4/17/2020

Approved - 4/17/2020

Final Approval - 4/17/2020

PROPOSAL

2020

RENEWAL PROPOSAL

PREPARED FOR : PHARR INTERNATIONAL BRIDGE

PREPARED BY: XOANA ENTERTAINMENT CO.

DATE: 02/25/2020



RENEWAL PROPOSAL 2020

Client / Service Description / Objective / Prepared By

CLIENT

PHARR INTERNATIONAL BRIDGE.

SERVICE DESCRIPTION

With the strategic distribution of signaling announcements, the pharr international bridge has a permanent image that highlights before the competition; in addition to capture and maintain the interest of commercial trucks.

OBJECTIVE

Serve of conduct to guide the mexican market, promote the international bridge of the city of pharr, mainly to keep attracting visitors and inspiring the trust of more commercial trucks.

PREPARED BY

MYRIAM CANTU
Project Manager
myriam_marlene@xoanacompany.com



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

SPECIAL ESTIMATE

**SIGNS IN DIFFERENT PLACES TO GUIDE THE CONDUCTORS TO THE DIFFERENT ACCESS
TO THE PHARR INTERNATIONAL BRIDGE.**

■ 3 SIGNS

Measurements 9.84 x 15.0 ft (3.0 x 4.60 m)

■ 1 SIGN

Measurements 5.41 x 10.0 ft (1.65 x 3.05 m)

■ 7 SIGNS

Measurements 2.46 x 6.23 ft (75 x 190 cm)

■ 10 SIGNS

Measurements 1.83 x 7.84 ft (56 x 239 cm)

TOTAL - 21 SIGNS

PACK OF 3 YEARS - COST \$ 2,750.00 DLLS /MONTH

COMPLEMENTARY SERVICE:

- * **TOTAL LABELING OF 7 ADVERTISING SIGNS IN REFLECTIVE VINYL WITH THE NEW PHARR INTERNATIONAL BRIDGE LOGO.**
- * **CHANGE OF DESIGN AND COMPLETE LABELING OF 4 ADVERTISEMENTS (3 of 9.84x15.0ft and 1 of 5.41x10.0ft)**
- * **MAINTENANCE, REPAIRS AND PAINT DUE TO THE DETERIORATION CAUSED BY THE SUN AND THE RAIN, CLEANING AND PERIODIC SUPERVISION OF 21 ADS, (INCLUDES TOTAL REPLACEMENT IN CASE OF ROAD ACCIDENT, HURRICANE, FLOODING OR BANDAL ACTS).**

BONUS:

- * **ADVERTISING OF THE INTERNATIONAL BRIDGE IN BANNER AT THE HOME PAGE OF BISMAXIM.COM**
- * **DISTRIBUTION OF 5,000 MONTHLY FLYERS IN CARES OF THE VALLEY OF TEXAS OR INTERNATIONAL BRIDGES.**

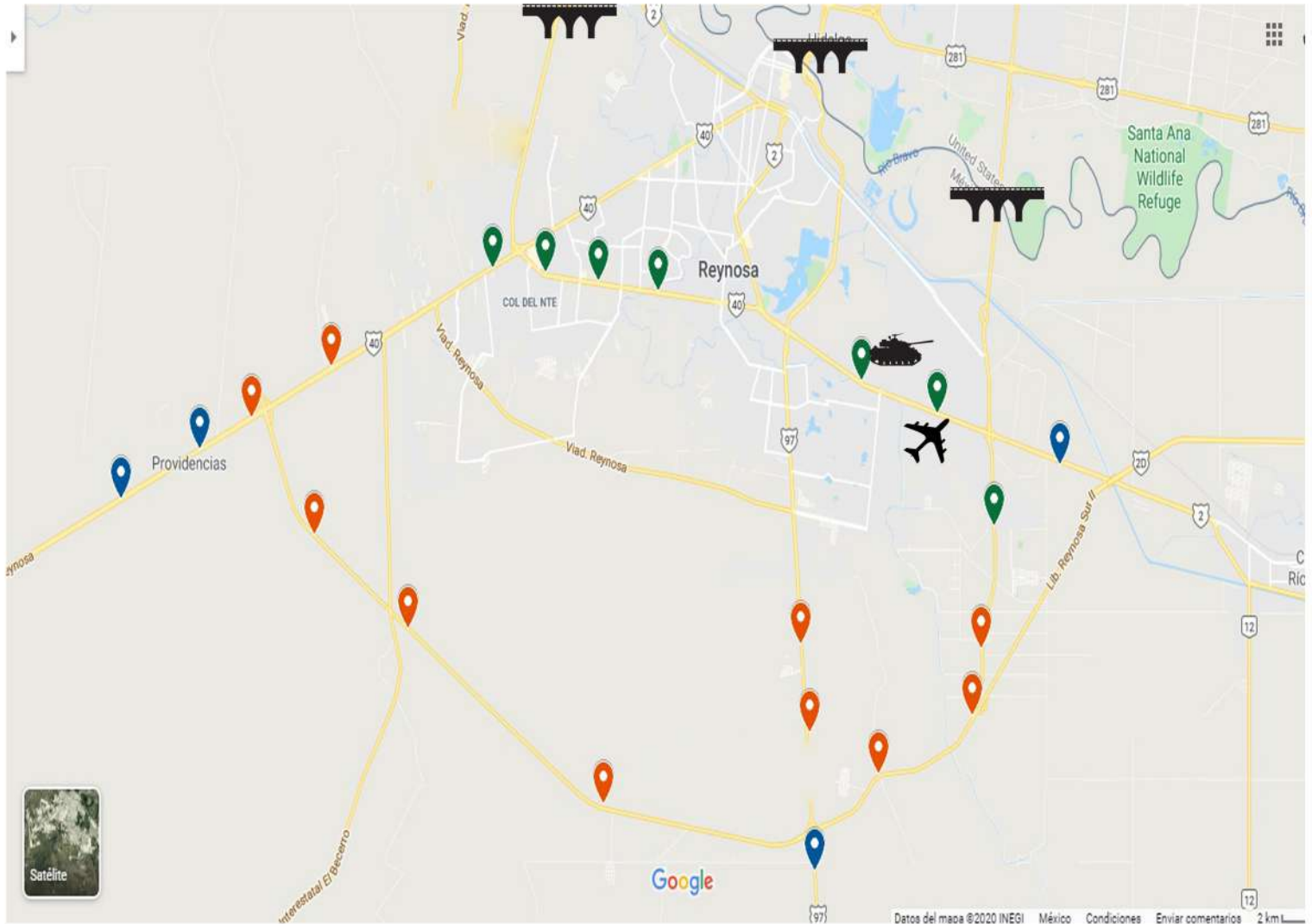
COVERAGE:

BISMAXIM.COM IS PROMOTED IN SOCIAL NETWORKS IN ALL TEXAS, NUEVO LEÓN AND TAMAULIPAS.



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

LOCATION MAP



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 9.84 X 15.0 FT



Pharr
International Bridge

**LA ENTRADA MAS SEGURA Y EFICIENTE
PARA AUTOTRANSPORTES COMERCIALES
LIBRAMIENTO REYNOSA SUR II**

SALIDA A 1 km



www.pharrbridge.com



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 9.84 X 15.0 FT



Pharr
International Bridge

BIENVENIDOS
AUTOTRANSPORTES DE CARGA
LIBRAMIENTO REYNOSA SUR II

SALIDA A 5 km



www.pharrbridge.com



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 9.84 X 15.0 FT



Pharr
International Bridge

**BIENVENIDOS AUTOTRANSPORTES
COMERCIALES, MAQUILAS Y PERECEDEROS**

LIBRAMIENTO REYNOSA SUR II

Nuevo Acceso



www.pharrbridge.com



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
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DESIGN 5.41 X 10.0 FT



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DESIGN 2.46 x 6.23 FT



DESIGN 2.46 x 6.23 FT



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DESIGN - 1.83 x 7.84 FT



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FLYER



LAS MEJORES OPCIONES DE COMPRA
Birmaxim
Let's negotiate

ASK ABOUT 10% OFF



SPACE 2

ASK ABOUT 5% OFF



SPACE 16

SPACE 3

SPACE 4

SPACE 17

SPACE 18

SPACE 5

SPACE 6

SPACE 19

SPACE 20

SPACE 7

SPACE 8

SPACE 21

SPACE 22

SPACE 9

SPACE 10

SPACE 23

SPACE 24

SPACE 11

SPACE 12

SPACE 25

SPACE 26

SPACE 13

SPACE 14

SPACE 27

SPACE 28



Pharr
International Bridge

OPEN ALL WEEK: SUNDAY-SATURDAY
6:00AM-8:00AM 4:00PM-6:00PM
SATURDAY & SUNDAY 4:00PM-11:59PM

SOUTHBOUND TRAFFIC (TO MEXICO) CARS & PASSENGER VEHICLES
MONDAY-SUNDAY 6AM - 11:50PM



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: April 17, 2020

MEETING DATE: April 20, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify the extension of the Supply Contract with Border Pacific Railroad Company for the Purchase & Delivery of Stone Aggregate. (Project #1819-40-510-SP002-073)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Border Pacific Railroad Company for Stone Aggregate.(Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to ratify the extension of the Supply Contract with Border Pacific Railroad Company from Rio Grande City, TX, for an additional year with no increase in the original unit pricing. This will be the second 1 year contract extension.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 4/17/2020

Veronica Gutierrez

Approved - 4/17/2020

Ignacio Amezcua

Approved - 4/17/2020

Anali Alanis

Approved - 4/17/2020

Patricia Rigney

Approved - 4/17/2020

Karla Moya

Approved - 4/17/2020

City Management Office

Final Approval - 4/17/2020

**EXTENSION OF AGREEMENT
FOR
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF STONE AGGREGATE**

THIS EXTENSION OF SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF STONE AGGREGATE, made and entered into the 1st day of April, 2020 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Border Pacific Railroad Co.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 901 E. 4th Street, Rio Grande City, TX 78582.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Purchase & Delivery of Stone Aggregate dated, April 1, 2019 by which CONTRACTOR serves as the primary vendor to provide Stone Aggregate; and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day **April 7, 2021**. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Supply Contract for the Purchase & Delivery of Stone Aggregate for has been signed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY of Pharr**.

CITY OF PHARR

By: _____
Edward Wylie, Interim City Manager

By: _____

Attest

DATED this 14th day of April, 2020 by **Border Pacific Railroad Co.**

BORDER PACIFIC RAILROAD CO.

By: *Sofia Cantu*
Sofia Cantu

Materials Manager

Title

Zeyla Garza
Witness

Zeyla Garza
Print Name



Pharr



CITY OF PHARR

PROJECT #1819-40-510-SP002-073
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF STONE AGGREGATE

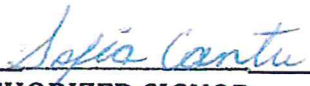
GENERAL CONDITIONS AND AGREEMENT

- 1) Vendor/Contractor proposes and offers to furnish to the City of Pharr all of the City's STONE AGGREGATE needs at unit prices stated on the proposal.
- 2) Award of contract shall commence upon formal acceptance by elected governing body and signature on contract from both parties and shall expire one (1) year thereafter unless terminated sooner. The City of Pharr reserves the right to extend the Contract for two (2) additional years, in one (1) year increments, if the Contractor's performance is satisfactory and the unit price(s) remain firm.
- 3) Vendor/Contractor agrees to meet and abide by all requirements as noted in the solicitation documents to include the "Notice to Bidder's, Instructions to Bidder, Specifications, and Bid Form(s)". Contractor agrees to deliver item(s)/service(s) as needed by City of Pharr within the agreed to delivery time period. (Exhibit "A" - attached)
- 4) It shall be the responsibility of the Vendor/Contractor to meet all applicable federal, state laws and/or City rules, regulations, and applicable laws, to include safety requirements while engaged in the performance of this Purchase/Service Contract.
- 5) Neither the Vendor/Contractor nor its employees, agents, or assigns engaged in the delivery and off-loading of the goods or performance of services shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the Vendor/Contractor's personnel. The City shall have the right of inspection of said undertaking at any time.
- 6) Vendor/Contractor agrees to carry adequate Public Liability Insurance, Automobile Liability, Workers Compensation Insurance, and Umbrella Liability, and all other types of insurance required by Federal and/or State law and further agrees to indemnify and save harmless City, its agents, servants, and employees, officials, and insurers ("Indemnities") from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Contractor/Vendor, its employees, officers, agents or assigns while in performance of this Agreement..
- 7) The City of Pharr reserves the right to terminate this contract with or without cause or when in the opinion of the City, the performance of the Contractor and/or the quality of the Service being delivered is not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of five (5) days to become effective. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.

**GENERAL CONDITIONS AND AGREEMENT SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF STONE AGGREGATE PROJECT NO. 1819-40-510-SP002-073 CONTINUED:
PAGE 2**

- 8) Any threats made to any employee of the City, be verbal or written, to discontinue the delivery of product(s)/service(s) for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor/Contractor and obtain the product(s)/service(s) elsewhere.
- 9) Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company
- 10) Service(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order/Procurement Card Transaction at time of order.
- 11) Vendor/Contractor agrees **NO** extra charges of any type will be assessed during the contract period.
- 12) Vendor/Contractor agrees that contract nor payment due may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr
- 13) Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.
- 14) This agreement shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

Accepted this 1st, day of April, 2019.


AUTHORIZED SIGNOR

Sofia Cantu
TYPE/PRINT NAME

Materials Manager
TITLE

Border Pacific Railroad Co
LEGAL COMPANY NAME

CITY OF PHARR
OWNER


ALEX MEADE,
CITY MANAGER

WITNESS