



**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, JULY 6, 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. PROCLAMATIONS:

- A) Proclamation proclaiming Cleft and Craniofacial Awareness & Prevention Month.

3. 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.

4. 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.*

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

A) City Engineer's Report.

B) City Events of Interest.

6. 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 June 12, 2020 Special Called Meeting and June 15, 2020 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on Development Services Cases:

1. Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

C) PLATS:

1. Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting preliminary and final plat approval of the proposed Pharr Bridge Business Park Phase III Subdivision. The property is legally described as being a 7.78-acre tract of land, being part or portion of Lot 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Zaragosa Drive. **SUB#200517**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2007-06 and adopting a new and updated ordinance known as "Substandard Structures." **(2nd Reading)** (DEVELOPMENT SERVICES)
- B) Consideration and action, if any, on Ordinance amending Ordinance O-2019-50 relating to the number of authorized civil service positions within the Fire and Police Departments. **(1st Reading)** (ADMINISTRATION)
- C) Consideration and action, if any, on Ordinance appointing a Municipal Judge and Alternate Municipal Judge(s) for the City of Pharr. (ADMINISTRATION)

8. ADMINISTRATIVE:

- A) Consideration and action, if any, on request from the U.S. General Services Administration for a 0.57ac access easement for the new 2nd BSIF Exit located at the Pharr-Reynosa International Bridge. (ENGINEERING)
- B) Consultation with the Board of Commissioners on the City's organizational Structure. (ADMINISTRATION)

9. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a Contract with Halff Associates for Professional Surveying Services related to the City-Wide Ditch Widening Project No. 1920-01-528-S020-001 (Rotation List) **(TABLED)** (ENGINEERING)
- B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a Contract with Sigler Winston & Greenwood, LLC for Professional Surveying Services related to the Citywide Ditch Widening Project No. 1920-01-528-S020-001 (Rotation List) (ENGINEERING)

AGENDA REGULAR MEETING
July 6, 2020

C) Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the design of the North Side Community Center. (Project No. 1920-01-528-S015-001) (Rotation List) (PARKS)

D) Consideration and action, if any, on Interlocal Agreement between the City of Pharr, City of San Juan, City of Alamo, and the Pharr-San Juan-Alamo Independent School District for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I. (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to award Annual Supply Contract for Citywide Ditch Excavation Hauling Services. (Project# 1920-60-582-S033-171) (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to award Contract for the Pharr City Hall 1st Floor Renovation Project. (Project #1920-40-510-C008-755) (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.

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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.

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 2nd day of July 2020 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 2nd day of July 2020.



HILDA PEDRAZA, TRMC, GMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, Orofacial Clefts are the most frequently occurring birth defects in the United States, affecting about 7,000 babies annually according to the Center for Disease Control and Prevention (CDC); and

WHEREAS, infants born with clefts and other craniofacial conditions usually require surgery as well as special feeding support, dental and orthodontic care and speech therapy as they grow; and

WHEREAS, organizations such as Driscoll Children's Craniofacial and Cleft Center serve populations affected by craniofacial differences and the professionals who care for them in order to help infants get a healthy start to life by providing their families with comprehensive care, information, support and access to the interdisciplinary teams; and

WHEREAS, it is fitting and proper to recognize the efforts of Driscoll Children's Craniofacial and Cleft Center and the families working to ensure the better life for those affected by cleft lip/palate or other craniofacial conditions.

Now THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim July 2020 as:

“Cleft and Craniofacial Awareness & Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 6th day of July 2020.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 23, 2020

MEETING DATE: July 6, 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 - 6/23/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua
City Management Office

Created/Initiated - 7/1/2020
Final Approval - 7/2/2020

Design Phase

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects - Phase I**
- ☐ **Pharr Pedestrian Connections**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**

Construction Phase

- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold City/School Park**
- ☐ **Dr. William Long City/School Park**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **City of Pharr Downtown Park**
- ☐ **Pharr Bridge Office Expansion**
- ☐ **16-Inch Waterline on Hi-Line Rd.**
- ☐ **Aquatic Facility**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 95% Complete. Project was submitted to TXDOT for review
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	City received AFA. Staff Coordinating a design kickoff meeting.

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	City is waiting for AFA from TXDOT. Design is 100% Complete

CONSTRUCTION PHASE

Project Name:	Pharr Nature and Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,765,642	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	410.48%
Description: Construction of a new nature and birding park. Includes parking lot, restroom, amphitheater, decomposed granite trail, and retention pond.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is finishing up punch list items.			
			

CONSTRUCTION PHASE

Project Name:	Allen & William Arnold City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,516,467	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	410.48%

Description: Construction of a new park. Includes concrete trail, playground, restroom, parking lot, and sports fields.

Status: Substantial completion has been achieved.

Pictures: Contractor is finishing up punch list items.



CONSTRUCTION PHASE

Project Name:	Dr. William Long City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$1,786,709	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	410.48%
Description: Construction of a new park. Includes concrete trail, playground, restroom, and sports fields.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is completing punch list items. City is subcontracting construction of irrigation system in baseball field.			
			

CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	210
Notice to Proceed	9/24/2018	Contract Time Used:	307.62%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Substantial completion has been achieved.			
Pictures: Pending punchlist items.			
			
			

CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	Garcia Infrastructure Consultants, LLC (GiC)		
Contractor	Ferguson Service Systems, Inc.		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	7/30/2018	Contract Time Used:	334.29%

Description: Construction of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road.

Status: Coordinating with Hidalgo County on the pouring the driveway. Lift Station is in operation

Pictures:



CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount to Date	\$1,425,177	Contract Time (Days)	120
Notice to Proceed	9/18/2019	Contract Time Used:	239.17%
Description: Construction of a new downtown park located on the north side and south side of City Hall. Includes amphitheater, fountains, and food park.			
Status: Construction is complete.			
Pictures: Downtown park is at substantial completion			
			
			

CONSTRUCTION PHASE

Project Name:	Pharr Bridge Office Expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	\$1,316,952	Contract Time (Days)	240
Notice to Proceed	6/3/2019	Contract Time Used:	164.17%

Description:**Status:** Construction is ongoing**Pictures:** Signage on canopy has been installed. Interior renovations are ongoing.

CONSTRUCTION PHASE

Project Name:	16-Inch Waterline on Hi-Line Rd.		
Engineer	Melden and Hunt		
Contractor	Castle Enterprises, LLC.		
Contract Amount to Date	\$292,647.88	Contract Time (Days)	60
Notice to Proceed	7/29/2019	Contract Time Used:	563.33%

Description: Installation of a 16-inch waterline on the north side of Hi-Line Rd. from S. Cage Blvd. to Monarch Business Park Subdivision.

Status: Construction is complete.

Pictures: Waterline installation is about 100 FT from Cage/Hi-Line intersection. Preparations are being made to cross waterline underneath S. Cage Blvd.



CONSTRUCTION PHASE

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	\$23,165,208.00	Contract Time (Days)	550
Notice to Proceed	11/1/2019	Contract Time Used:	44.18%
Description: The project is a fully enclosed olympic natatorium and diving pool with support facilities. Building area is approximatley 70,400 S.F.			
Status: Construction is ongoing.			
Pictures: Developers have begun work on trusses and compaction of lifts around dive pool.			
			
			

CONSTRUCTION PHASE

Project Name:	Jones Box Park Phase 2 West Expansion (Project No. 1920-01-528-C003-210)		
Engineer:	R. Guitierrez Engineering Corporation		
Contractor:	Vensor Contractors, LLC		
Contract Amount to Date	\$299,214.24	Contract Time (Days)	170
Notice to Proceed	2/6/2020	Contract Time Used:	85.88%
Description: This project will consist of utility improvements.			
Status: Construction is ongoing.			
Pictures: All Storm inlets have been installed. Awaiting for discharge permit to tie into HCDD No. 1 drainage ditch.			



CONSTRUCTION PHASE

Project Name:	Hike & Bike Phase 2 Utility Relocation (Project No. 1920-61-528-C004-289)		
Engineer:	Javier Hinojosa Engineering		
Contractor:	RDH Site and Concrete, LLC		
Contract Amount to Date	\$332,830.00	Contract Time (Days)	180
Notice to Proceed	3/2/2020	Contract Time Used:	67.22%
Description: This project will consist of utility relocation.			
Status: Construction is on going.			
Pictures: Developer has made an open cut on E. Ridge Rd. and made repairs on curb along said road and gutter and valley gutter on S. Linden St.			
			
			

CONSTRUCTION PHASE

Project Name:	Single Machine Repaving Year 5 Project (Project		
Engineer:	City of Pharr Engineering Department		
Contractor:	Cutler Repaving Inc.		
Contract Amount to Date	\$4,244,522.93	Contract Time (Days)	180
Notice to Proceed	3/2/2020	Contract Time Used:	67.22%
Description: This project will consist of milling and repaving streets from the northern, central and southern regions of the City of Pharr.			
Status: Construction in ongoing			
Pictures: All streets on proposed list have been completed, additional streets will be added on.			





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 24, 2020

MEETING DATE: July 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/24/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for June 12, 2020 Special Called Meeting and June 15, 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:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 7/1/2020
Final Approval - 7/2/2020

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
FRIDAY, JUNE 12, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Friday, June 12, 2020 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo (Arrived at 4:31 p.m.)
Mayor Pro Tem Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Gary Rodriguez, Events Center Director
Marissa Hernandez, Municipal Court Judge
Jose A. Luengo, Police Chief
Jacob Salinas, Assistant Fire Chief
Pilar Rodriguez, Interim Public Works Dir.
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Communications Director
Karina Lopez, Interim Chamber President

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.

MINUTES: SPECIAL CALLED MEETING

June 12, 2020

At this time, Mayor Hernandez, stated there was some confusion and misinformation regarding a social media post and a comment made by Comm. Ricardo Medina. Mayor Hernandez stated he spoke with Comm. Medina regarding the comment and was told by Comm. Medina that he had made an honest mistake by misunderstanding the content of the post. Mayor Hernandez explained the City of Pharr would not tolerate acts of violence, racial remarks, police brutality, nor allow damages to businesses or the community as discussed during the City Commission meeting on June 1, 2020. Mayor Hernandez further stated this was the Commissioner's own comment did not represent the entire City Commission.

Comm. Medina stated his comment was solely by him and had nothing to do with the City of Pharr, the City Commission, or the Mayor. He expressed he has served this community in several capacities as a public servant, elected by the residents of Pharr and he was very grateful to have been elected all this time. Comm. Medina further stated he believed in the freedom of speech granted by the Constitution and he himself grew-up in a time where Hispanics faced discrimination and injustices. He mentioned that he believes the destruction of businesses or property is unacceptable and admitted he was not aware of all the ins and outs of social media; therefore, he jumped to a conclusion and made a mistake. Comm. Medina stated supports the business community and had reacted in support of what he thought was the business owner protecting his property. He later discovered that he made an oversight because he did not watch the video in its entirety and after making that realization, he mentioned he deleted comment off social media. Comm. Medina expressed his most sincere apologies and mentioned he would be more mindful of understanding the complete picture before sharing and commenting on social media.

At this time, City Commissioners commented on social media post and expressed support towards Comm. Medina and stand together to bring the City of Pharr positive change to its citizens and the community.

ITEM 2. PUBLIC TESTIMONY

Margarita Gonzalez, resident from Donna, Texas, was not present.

Hunter Sturgis, resident from McAllen, Texas, spoke about item 3.B and voiced her concern with Comm. Medina's social media post.

Delores Smith, resident from Weslaco, Texas, was not present.

Sarah Southey, resident from Edinburg, Texas, spoke about item 3.B and voiced her concern with Comm. Medina's social media post.

MINUTES: SPECIAL CALLED MEETING

June 12, 2020

Andres Bernal, resident from McAllen, Texas, spoke about item 3.B and voiced his concern with Comm. Medina's social media post.

Guadalupe Pardo, resident from La Feria, Texas, spoke about item 3.B and voiced her concern with Comm. Medina's social media post.

Ismael Melendez, resident from Pharr, Texas, was not present.

There being no further comments, the public testimony was closed.

At this time, Mayor Hernandez, stated they would deviate and go into closed session. There was no objection. Comm. Chavez entered the meeting at this point of the agenda. The time being 4:31 p.m.

ITEM 5. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:31 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 6. RECONVENE

The time being 4:57 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 3. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON SUBMITTALS/REIMBURSEMENTS TO HIDALGO COUNTY FOR CARES ACT FUNDING AND FINDING ALL SUBMITTALS REASONABLE AND NECESSARY FOR THE INTENDED USE (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained all submittals were in the agenda packet and pre-clearance was done with the county. He stated a formal submittal would take place next week and recommended approval.

MINUTES: SPECIAL CALLED MEETING

June 12, 2020

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

B) DISCUSSION WITH CITY COMMISSION ON FUTURE GOALS, PROGRAMS AND POLICIES OF THE CITY OF PHARR (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 4. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON SUB-RECIPIENT AGREEMENT WITH HIDALGO COUNTY FOR CARES ACT FUNDING (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was the proposed Interlocal Agreement with Hidalgo County but there might be some changes. He further requested permission to negotiate and accept those changes on behalf of the City.

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

ITEM 7. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:58 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 12th DAY OF JUNE 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL 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)

MINUTES: SPECIAL CALLED MEETING

June 12, 2020

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:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 15, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 15, 2020 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Gary Rodriguez, Events Center Director
Marissa Hernandez, Municipal Court Judge
Jose A. Luengo, Police Chief
Leonardo Perez, Fire Chief
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Communications Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

Comm. Chavez was not present at the time of roll call but arrived at 4:09 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led in the pledge of allegiance and 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

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) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JUNE 2020

Ed Wylie, Interim City Manager, introduced the item. He briefly reported the City of Pharr had a decrease of 4.5% for the month and an increase of 1.58% for the year.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR MAY 2020

Ed Wylie, Interim City Manager, introduced the item. He briefly reported the City of Pharr was at a 90% collection rate showing a decrease of .77% from last year.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JUNE 1, 2020 REGULAR CALLED MEETING AND JUNE 1, 2020 WORKSHOP MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH GOLD STAR PETROLEUM FOR THE PURCHASE AND DELIVERY OF FUEL. (PROJECT #1718-01-517-SP002-59) (PURCHASING)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. JOSE RUBEN MENDEZ, D/B/A 100% ANTOJITOS MEXICANOS, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL

MINUTES: REGULAR CALLED MEETING

June 15, 2020

BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.04 ACRE TRACT OF LAND OUT OF LOT 1, JACKSON RIDGE COURT PHASE 2 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON ROAD, SUITE 9. CUP#140525

- 2. KANS & KEGS #2 LLC., REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.035 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE 1, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2508 SOUTH CAGE BOULEVARD. CUP#200524**
- 3. KANS & KEGS #4 LLC., REQUESTED A 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 LOTS 30 AND 31, BLOCK 5, EVANS SUBDIVISION NO. 3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6804 SOUTH CAGE BOULEVARD. CUP#200525**
- 4. MARIA DOLORES MONTENEGRO, D/B/A PATO'S PLACE, 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 THE WEST 8.6 FEET OF LOT 29 AND ALL OF LOT 30, BLOCK 30, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 226 WEST STATE AVENUE. CUP#990583**

D) PLATS:

- 1. M GARCIA ENGINEERING LLC, REPRESENTING RUBEN FONSECA, VICE PRESIDENT OF EAT FONSECA, LLC., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED EAST PARK SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS A TRACT OF LAND CONTAINING 2.09 ACRES OF LAND AND BEING PART OR PORTION OF LOTS 13 AND 14, L.R. BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1700 BLOCK OF NORTH VETERANS BOULEVARD ("I" ROAD). SUB#200618**

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

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo 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 ORDINANCE NO. O-2007-06 AND ADOPTING A NEW AND UPDATED ORDINANCE KNOWN AS "SUBSTANDARD STRUCTURES" (FIRST READING) (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item. He stated this was the current demolition ordinance and needed to be updated in accordance with state law. He further stated new guidelines were established and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING SIX (6) MEMBERS TO THE PHARR MEMORIAL LIBRARY ADVISORY BOARD (LIBRARY)

Ed Wylie, Interim City Manager, introduced the item and stated all members wished to be reappointed except for Keta Brewster.

At this time, Adolfo Garcia, Library Director, stated Ms. Keta Brewster served as board member for more than thirty years and recognized her for her years of service. He further recommended Diana Ruiz to be appointed.

Comm. Medina **moved** to appoint Diana Ruiz and reappoint Emma Rosalez-Garcia, Claudia Garcia, Anita Vela, Olga Cardoza, and Mary Q. Gonzalez to the Pharr Memorial Library Board. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2020-33 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) PRESENTATION AND DISCUSSION ON THE PROPOSED POLICE DEPARTMENT GUN RANGE RELOCATION PROJECT SCHEMATIC DESIGN (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this would be discussed in closed session.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO SUBMIT A FLOOD INFRASTRUCTURE FUND (FIF) APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB)

**FOR VARIOUS DRAINAGE IMPROVEMENT PROJECTS FOR THE CURRENT
FY 2020 FUNDING CYCLE (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and briefly explained the application was submitted for an estimated loan amount of \$5 million and an estimated 30% to 40% loan forgiveness. Mr. Wylie stated this was for upgrade work on Dicker Road and Veterans Road due to previous flooding and recommended approval.

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 FIRST AMENDMENT TO
LEASE AGREEMENT BETWEEN ST. JUDE THADDEAUS CHURCH AND
CITY OF PHARR (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated the city would be assisting the church with security lighting for an amount not to exceed \$60,000. He further stated the church would reimburse the City for the work performed and recommended approval.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR
THE CITY HALL OVERFLOW PARKING PROJECT (PROJECT NO. 1920-40-
510-C005-400) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated this would be discussed in closed session.

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER
TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HALFF
ASSOCIATES FOR PROFESSIONAL SURVEYING SERVICES RELATED TO
THE CITY-WIDE DITCH WIDENING PROJECT NO. 1920-01-528-S020-001
(ROTATION LIST) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated this would be discussed in closed session.

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH TRIMAD CONSULTANTS, LLC FOR PROFESSIONAL WATER AND WASTEWATER ENGINEERING SERVICES RELATED TO THE EXPRESSWAY ELEVATED STORAGE TANK TO ELDORA ELEVATED STORAGE TANK WATER TRANSMISSION MAIN PROJECT NO. 1920-60-583-S014-001 (ROTATION LIST) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was to provide a dedicated transmission line to allow the tank to reach its full storage capacity and recommended approval.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING AND GIVING THE CITY MANAGER AUTHORITY TO NEGOTIATE AN ADDITIONAL SCOPE OF WORK, NEGOTIATE A PRICE AND AMEND THE CONSTRUCTION MANAGEMENT CONTRACT FOR BRIDGE FY 15 PROJECTS (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item. He stated the fee for the Construction Manager was 6% and requested increasing it to 8% to cover the cost for work.

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

- F) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO NEGOTIATE AND AMEND THE FACILITY ASSESSMENT AGREEMENT TO ADD AN ADDITIONAL SCOPE OF WORK TO EVALUATE THE CITY'S SEWER LIFT STATIONS AS WELL AS A MORE IN DEPTH AND INTRUSIVE HVAC AND ELECTRICAL ASSESSMENT (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated this was for additional scope of work to evaluate all lift stations and building electrical and HVAC systems. He further recommended approval.

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

G) CONSIDERATION AND ACTION, IF ANY, ON 380 INCENTIVE AGREEMENT FOR PROJECT SIGN (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item.

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

Comm. Chavez entered the meeting at this point of the agenda. The time being 4:09 p.m.

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

The time being 4:09 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:47 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

A) PRESENTATION AND DISCUSSION ON THE PROPOSED POLICE DEPARTMENT GUN RANGE RELOCATION PROJECT SCHEMATIC DESIGN (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 8. CONTRACTS/AGREEMENTS

B) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE CITY HALL OVERFLOW PARKING PROJECT (PROJECT NO. 1920-40-510-C005-400) (ENGINEERING)

MINUTES: REGULAR CALLED MEETING
June 15, 2020

Ed Wylie, Interim City Manager, introduced the item. He recommended to reject bids and re-advertise for true grid type system to stay green.

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, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HALFF ASSOCIATES FOR PROFESSIONAL SURVEYING SERVICES RELATED TO THE CITY-WIDE DITCH WIDENING PROJECT NO. 1920-01-528-S020-001 (ROTATION LIST) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and recommended the item be tabled.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:49 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF JUNE 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, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK
APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 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 - 7/1/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.1.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#911291**

Financial Consideration:

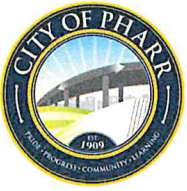
Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department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

Alternatives:

ROUTING:

Iris Mata
Edward Wylie

Created/Initiated - 7/1/2020
Final Approval - 7/2/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 06, 2020

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 29th renewal for Junction Cafe.

The property is located at 11 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_R FONG dba JUNCTION CAFE_1991



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 06, 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#911291 (JUNCTION CAFÉ)

GENERAL INFORMATION:

APPLICANT: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 11 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South and East and General Business (C) 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.
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HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

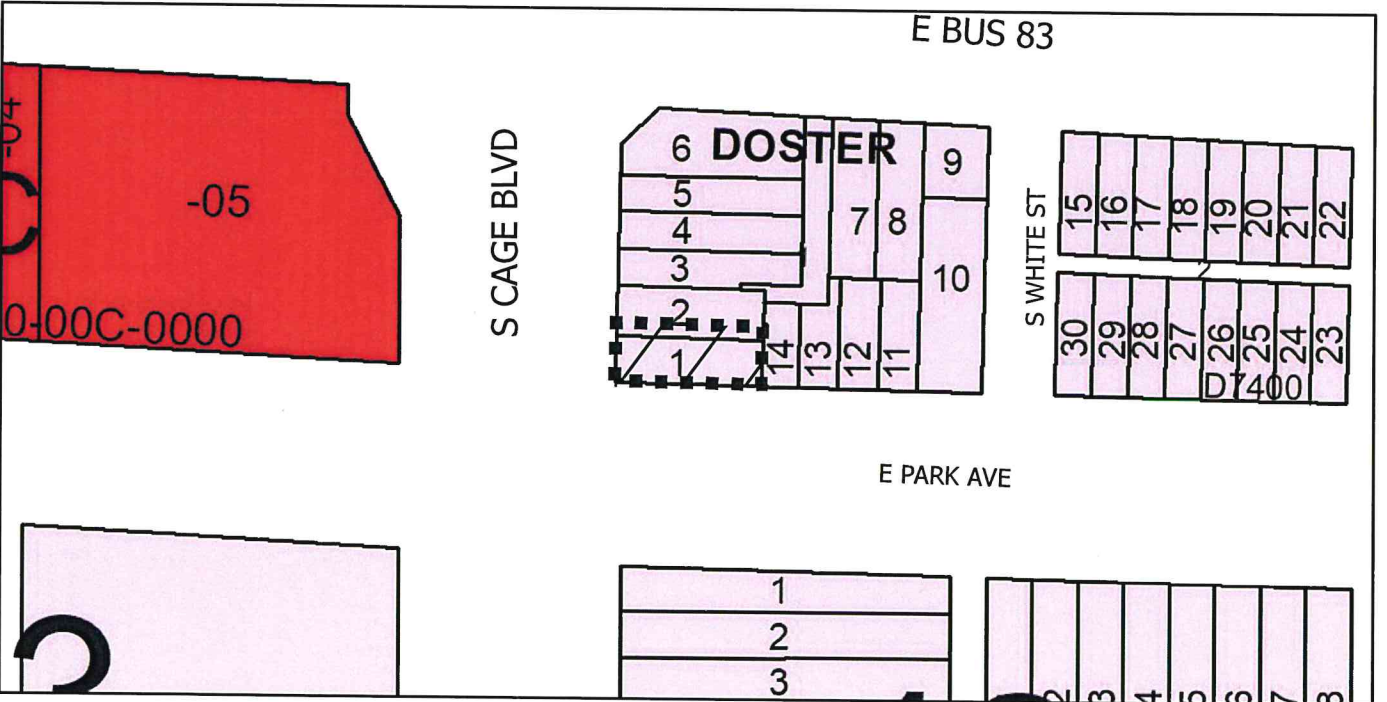
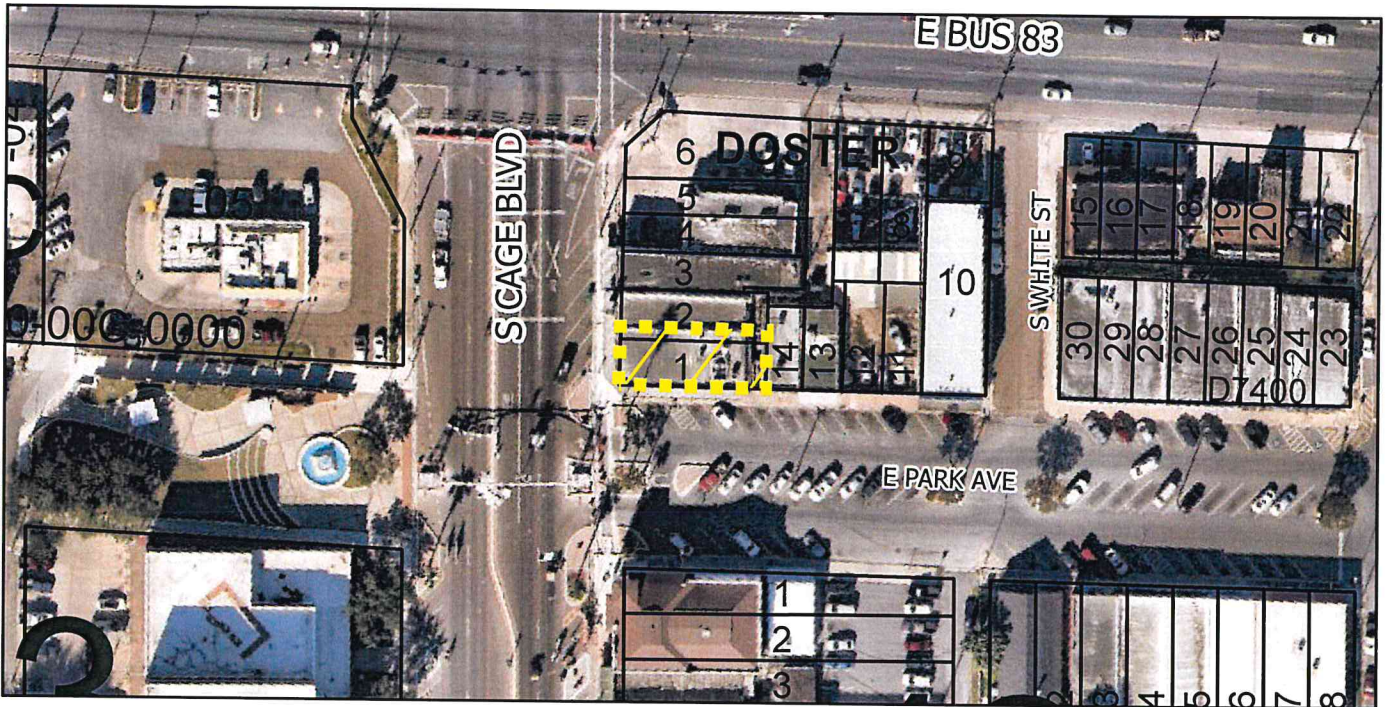
**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
J.T. Doster BLK 1 Lot 1 & S7' Lot 2
Junction Cafe



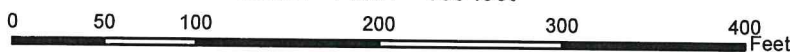
G:\City of Pharr\GIS\Projects\dt1-Planning\CUP Renewal\J.T. Doster BLK 1 Lot 1 & S7' Lot 2.mxd



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 5/26/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 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 - 7/1/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting preliminary and final plat approval of the proposed Pharr Bridge Business Park Phase III Subdivision. The property is legally described as being a 7.78-acre tract of land, being part or portion of Lot 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Zaragosa Drive. **SUB#200517**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting preliminary and final plat approval of the proposed Pharr Bridge Business Park Phase III Subdivision.

SUB#200517

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Pharr Business Park Phase III Subdivision subject to the listed conditions set before you.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Pharr Bridge Business Park Phase III Subdivision.

Alternatives:

ROUTING:

Iris Mata
Edward Wylie

Created/Initiated - 7/1/2020
Final Approval - 7/2/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 29, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: PHARR BRIDGE BUSINESS PARK PHASE III SUBDIVISION
FILE NO. **SUB#200517**

GENERAL INFORMATION:

APPLICANT: Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting preliminary and final plat approval of the proposed Pharr Bridge Business Park Phase III Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 7.78-acre tract of land, being part or portion of Lot 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of West Zaragosa Drive.

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

PROPERTY PROPOSED USE: Warehouse.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Pharr Business Park Phase III Subdivision subject to the following conditions set before you:

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

1. In compliance.

EASEMENTS:

1. Need letter from gas company to allow parking within R.O.W. (easement).
2. Add easements for fire hydrants on plat layout.
3. In compliance.

**SIDEWALK:
ADA:**

1. Shall follow same alignment from Pharr Business Park Phase II.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. See attached comments from Engineering Department and Public Works.

OTHER:

1. Provide signatures for Engineer and Surveyor.
2. On location map show existing recorded subdivisions.
3. On plat layout the bearings & distances do not match with metes & bounds, verify. (make sure it matches Phase II recorded plat)
4. Verify call out on metes & bounds its calling for the easterly direction. (8th paragraph)
5. Provide all details, street, sewer and water.
6. In compliance.
7. Certificate of Occupancy will not be issued until subdivision plat is recorded and public improvements completed.
8. Show existing street lighting plan.
9. Provide full subdivision name.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Pharr Bridge Business Park Phase III Subdivision.



Pharr Fire – Rescue

118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

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



Subdivision: Pharr Bridge Business Park Subdivision Phase III

Reviewed By: Mike Navarro

Date: 06-10-2020

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 call out existing fire hydrants and shall show proposed fire hydrant on plans.
- Shall add Fire Hydrant Detail and valve detail to include a 30x30x6 concrete collar.
- Fire hydrant shall be 3 feet away from curb or 1 foot away from sidewalk.
- Shall show on plans access road to be 26 ft wide.
- Shall show on plans access road to have a turnaround for Fire Apparatus. Or access all around the building.
- Shall show on plans easements around Fire Hydrants.
- Shall reflect legend to match plans regarding Fire Hydrants, and concrete.
- Recommendation Fire hydrants be muller band for easy repair and maintenance.

STAFF REVIEW COMMENTS FOR: *PHARR BRIDGE BUSINESS PARK PHASE III SUBDIVISION*

COMMENTS:

Initials: R. B.

JUNE 15, 2020

WATER:

- Will need to center 12" W.L. on S. Side of the property to the center of the easement
- Will need to place 12" W.L. located on the E. side of the property in a green area
- Will need to install 2 W.V. on the S. E. corner of the property
(1 on the N. side of the Tee and 1 on the E. side of the Tee for the flush valve)
- Will need a 12" W.V. on the N.E. corner of the property
- Water Service will need to be a 12" x 2" all brass saddle
(reducers will not be allowed as shown)
- Will need in south west corner 2 bents 12"
- Follow City of Pharr Construction Standards Manual

SEWER:

- Sewer service to property line only
- Sewer service will remain private
- 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: Pharr Bridge Business Park
Subdivision Phase III

DATE: June 11, 2020

REVIEW: Preconstruction (revised comments plans dated 5-20-2020)

PLAT
1. Provide P.E. signature. 2. Provide RPLS signature. 3. Note No. 5--- Remove the comment, "6" behind back of curb. 4. Note No. 7---Please include northing and easting for BM No. 6. <u>Northing:16563137.028, & Easting:1077655.765</u> 5. Add Note---"Owners to maintain ROW and perimeter of subdivision.

SITE PLAN
1. Please include all pertinent City of Pharr details (waterline bedding, fire hydrant, valve box with concrete collar dimensions, water service, sanitary sewer service, sidewalk, ADA ramps and landing, curb and gutter, concrete driveway). 2. Please include drainage and grading plan. 3. Please include cross-section details of utilities intersection. 4. Waterline along east side to be placed in the green area.

DRAINAGE
1. Drainage plan to be reviewed and approved at building permit stage.

ADDITIONAL COMMENTS



SUBDIVISION: Pharr Bridge Business Park
Phase III

DATE: 6/9/2020

Residential/Commercial: 7.78 acres

Staff Review:

Plat Notes:

- Revise note # 5 to say... 5' sidewalk with A.D.A. ramps and landings will be required to be constructed during construction permit phase along any street. unless otherwise stated.

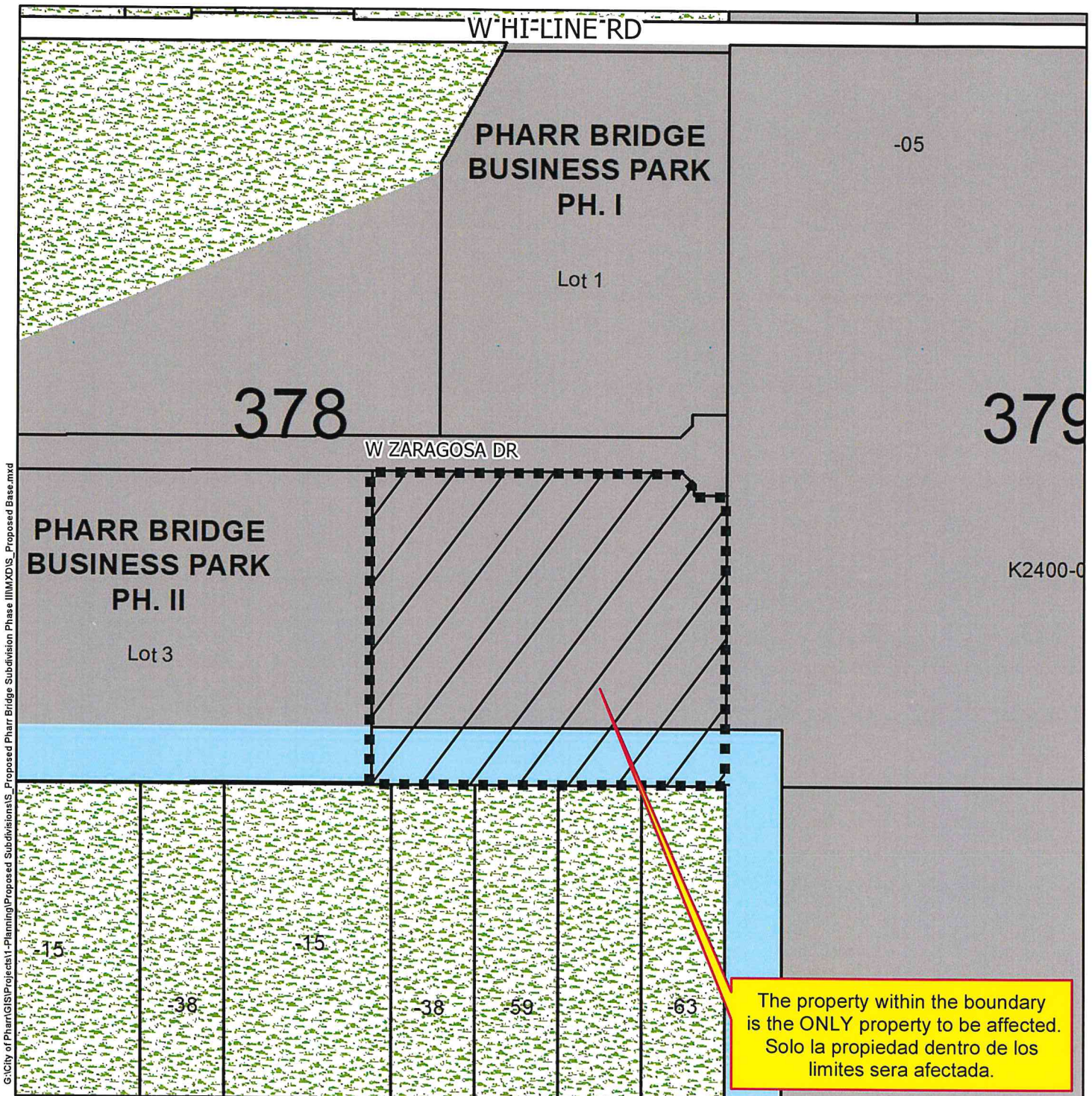
NOTE ON PLAT

- Remove line No.8
- Revise note # 13 to say... Owners are to maintain detention/retention areas. **NOTE ON PLAT**
- Owners to maintain ROW and perimeter of subdivision. **NOTE ON PLAT**
- Developer to construct fence for lots abutting/fronting any drain ditch regardless of who owns it. **NOTE ON PLAT**

General Notes:

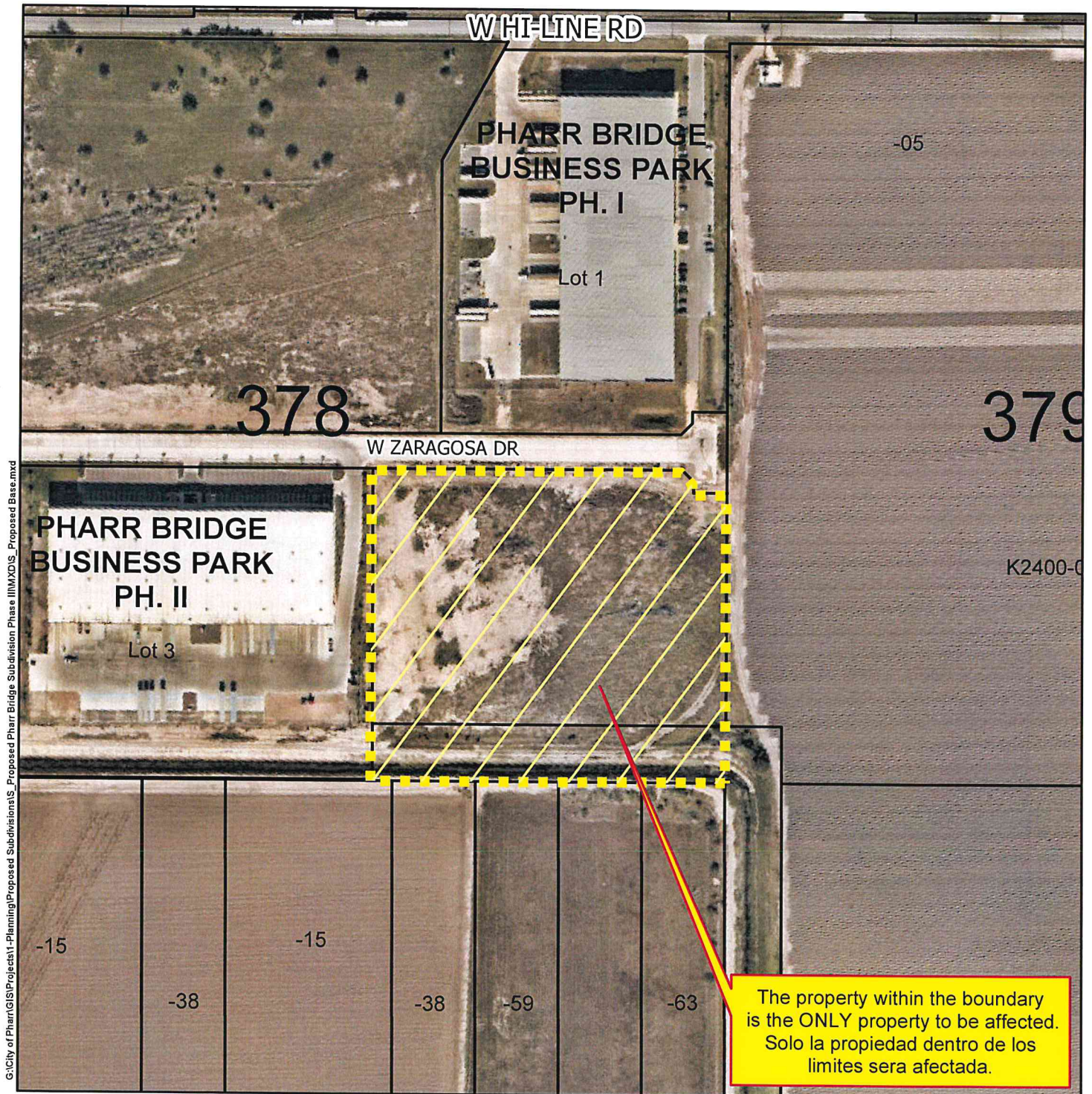
- All drainage construction shall comply with City of Pharr Standards.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage
- An approved drainage report is required for all new subdivisions and/or development(s).

- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre-Construction Meeting.
- Need a digital copy (in USB) and three (3) hard copies of SWPPP.
- Erosion and sediment control plan.
- Street light detail plans to be included at building permit.



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





- 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 #: 7.A.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2007-06 and adopting a new and updated ordinance known as "Substandard Structures." *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Development Services is updating the current Dangerous Buildings ordinance, to be in accordance with state law and to set a clear understanding of the process and regulations in declaring a structure substandard. Additionally, the City is including guidelines set forth by Chapter 54 of the Texas Local Government Code as an alternative option for enforcement. In lieu of procedures set forth in the ordinance, the City can also take civil action in the District Court of Hidalgo County.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 7/1/2020
Approved - 7/1/2020
Final Approval - 7/2/2020

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF PHARR BY REPEALING AND REPLACING CHAPTER 22,
ARTICLE X “DANGEROUS BUILDINGS” (O-2007-06) TO
“SUBSTANDARD STRUCTURES”; TO PROVIDE REGULATIONS
REGARDING SUBSTANDARD BUILDINGS AND STRUCTURES;
REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Board of Commissioners for the City of Pharr, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5, of the Texas Constitution as a home rule city, has the authority to set forth ordinances and regulations and exercise its police powers for the public health, safety, morals, or general welfare of the citizens of the City of Pharr; and

WHEREAS, Chapter 214 of the Texas Local Government Code authorizes the City Commission, by ordinance to require the vacation, relocation of occupants, repair, removal or demolition of a structure (or buildings) that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare; and

WHEREAS, Chapter 214 of the Texas Local Government Code also requires that the ordinance provide for giving proper notice to the owner of a substandard structure including providing for a public hearing to determine whether a structure complies with the standards set out in the ordinance; and

WHEREAS, Texas Local Government Code Sec.54.004 authorizes the City, as a home-rule municipality, to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Texas Local Government Code Sec. 54.012, a municipality may bring a civil action for the enforcement of health and safety ordinances, including, among others, those: relating to the preservation of public health or to the fire safety of a building or other structure or improvement; relating to dangerously damaged or deteriorated structures or improvements; relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents, and implementing civil penalties for conduct classified by statute as a Class C misdemeanor; and

WHEREAS, the City Commission finds that substandard buildings, structures, and premises are public nuisances, as are those with an accumulation of refuse, trash, debris, junk, materials, uncultivated vegetation and similar matter; that they pose an immediate and substantial threat to public safety and welfare in numerous ways , which tend to devalue neighboring properties and encourage crimes such as graffiti, vandalism and others.

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

SECTION 1: That the current Chapter 22, Article X, “Dangerous Buildings” is hereby repealed and replaced with the following provisions contained herein regarding substandard structures and buildings with the City of Pharr, Texas:

ARTICLE X, “SUBSTANDARD STRUCTURES”

Section 22-446: Statutory Authority

This article is intended to adopt and implement in the broadest possible terms the powers, duties, and authorities set out in Subchapters B and C of Chapter 54 of the Texas Local Government Code, as amended, Subchapter A to Chapter 214 of the Texas Local Government Code, and Texas Government Code Section 30.00005(d), as said statutes apply to the subject matter of this article, and as otherwise stated herein, as well as the home rule powers granted the city as a home-rule city by its Charter and by the laws of the State of Texas.

Section 22-447: Declared Public Nuisance

- (1) A substandard building or structure within the terms of this article is declared to be a public nuisance and must be vacated, secured, repaired, removed or demolished as provided in this article.
- (2) It shall be the responsibility of the owner(s) or occupants of the substandard structure to abate public nuisances associated with said building by means of repair, rehabilitation, demolition, or removal in accordance with the procedures provided in this chapter.
- (3) It shall be unlawful for any person to knowingly permit, allow or suffer any building under that person’s ownership or control to be or remain in such condition as to constitute a substandard structure. The issuance of a notice by the building official as defined under this article establishing a date and time for hearing for the securing, vacating, repairing or demolishing of a building will not be construed to condone the violation of this section prior to the hearing date stated in such notice.

Sec. 22-448. - Definitions

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

Abate means to eliminate a noncompliance or cure a violation as directed or permitted by the City, including by securement, removal, vacation, or demolition.

Alter or Alteration means any change or modification in construction or occupancy.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Building Official means the person charged with the administration and enforcement of this Ordinance, and any duly authorized representative.

Condemn means to adjudge as unfit for occupancy.

Dilapidated means a building that does not comply with one or more of the minimum standards set forth in Sec 22-449 (1-2).

Dwelling unit means any building or portion thereof which is designed for or used primarily for residential occupancy, to include but is not limited to: single-family, townhouse, condo, duplex, triplex, fourplex.

Occupant means any person living or sleeping in a building or having possession of a space within a building.

Owner means the holder of the title to property, as it may appear in the real property records of Hidalgo County or the records of the Hidalgo County Appraisal District.

Premises means a lot, plot or parcel of and, including the buildings or structures thereon.

Property means and includes buildings, structures and premises.

Public Nuisance shall mean:

- (1) The physical condition or use of any building regarded as a public nuisance at common law or as defined elsewhere in the City's Code of Ordinances;
- (2) Any attractive nuisance that may prove detrimental to children whether in a building; or attached to or grounded from the premises of a building; or upon attached to or grounded from an unoccupied lot. This includes, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
- (3) Any condition that is dangerous to human life or is detrimental to health or property;
- (4) Overcrowding or occupancy in violation of this chapter;
- (5) Insufficient ventilation or illumination;
- (6) Inadequate or unsanitary sewerage or plumbing facilities;
- (7) Any building that is in a state of dilapidation, substandard, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the building

Repair means the permitted, lawful replacement of existing work with the same kind of material used in the existing work, or permitted substitute, but not additional work beyond that. The term "repair" or "repairs" shall not apply to any change of construction.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, or any part of the aforementioned.

Substandard building or structure means any structure or building located within the incorporated limits of the City that fails to comply with the general requirements for exterior structures, interior structures, or component serviceability as established by the International Codes or other Codes as defined below and by Section 22-61 of this Chapter, rendering it dangerous, unsafe, or unfit for human habitation or causing it to be in a state of disrepair or dilapidation so as to constitute a blighted area or property.

Vacant means a property which is lacking habitual presence of human beings or at which all business operations or residential occupancy has ceased.

Sec 22-449. – Substandard Structures

- (1) The requirements established by the most recent edition of the International Codes adopted by the City and all other amendments thereto except as modified by the Code

of Ordinances, currently adopted and locally amended by the city in Section 22-61 of this Chapter are hereby declared to the minimum standards for the continued use and occupancy of all buildings located within the corporate limits of the city regardless of the date of their construction.

- (2) A building or structure shall be deemed a substandard structure if:
- (a) Said building or structure fails to comply with any one or more of the requirements established by the International Codes or other Codes cited above by Section 22-449 (1) and any local amendments made thereto; or
 - (b) Said building or structure, regardless of its structural condition, is either unoccupied by its owners, lessees, or other invitees, or fails to meet the requirements for and does not currently hold a certificate of occupancy, and is:
 - 1. Unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;
 - 2. Boarded up; fenced, or otherwise secured in any manner if the building or structure constitutes a danger to the public even though secured from entry; or the means used to secure the building or structure are inadequate to prevent unauthorized entry or use of the building; or
 - 3. Remains a new but incomplete or unfinished construction for an period of time which is unreasonable under the circumstances.

Sec. 22-450 – Duties of the code official.

Duties of the code official. The code official is authorized to inspect, or cause to be inspected, every building, or portion thereof, reported to be a substandard structure. If such building, or any portion thereof, is determined to be unsafe, the code official shall give the responsible parties notice in accordance with the requirements set forth in this article. If the code official is denied permission to inspect any building or portion thereof reported to be unsafe, the code official may employ or seek any legal assistance, including warrants, necessary to secure the ability to inspect for compliance with this chapter. The code official shall further:

- (1) Inspect or cause to be inspected, when necessary, any building or structure within the incorporated limits of the city, including but not limited to: public buildings, schools, halls, churches, theaters, hotels, tenements, or apartments, multifamily residences, single-family residences, garages, warehouses, and other commercial and industrial structures of any nature whatsoever for the purpose of determining whether any conditions exist which render such places a substandard structure as defined herein.
- (2) Inspect any building, wall or structure about which complaints have been filed by any person to the effect that a building, wall or structure is or may be existing in violation of this article.
- (3) Report to the Building and Standards Commission any noncompliance with the minimum standards set forth in this article. The code official shall obtain from the secretary of the Board a hearing date at the earliest opportunity possible for a public hearing by the Board on any building or structure believed to be a substandard structure and shall provide the secretary of the Board with copies of the written notice to persons with interests in the property.
- (4) Appear at all hearings conducted by the Board and testify as to the conditions of substandard structures within the city.

- (5) Place a notice on any substandard structure found to be out of compliance with the general requirements of the International Property Maintenance Code or any other applicable International Codes and/or City Code.
- (6) Make a diligent effort to identify each owner, mortgagee or lienholder, and their respective addresses, by searching the following: the real property records of the county; the tax appraisal district records; the records of the secretary of state; the assumed name records of the county; the tax records of Hidalgo County; and the utility records of record.
- (7) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.

Sec. 22-451 - Notice to comply.

- (1) Should the code official determine that any building or structure within the incorporated limits of the city is a substandard structure, the official shall cause written notification to be sent, by certified mail, to each owner, mortgagee, and lienholder identified through a diligent effort to discover such owner, mortgagee, and lienholder. Such notice shall:
 - (a) Contain a description of the substandard structure and its location;
 - (b) Contain a statement of the specific conditions which make the building or structure a substandard structure;
 - (c) Contain a statement that it shall be illegal to occupy or utilize said building for any purpose until such time as the premises have been brought into compliance with the applicable provisions of the International Property Maintenance Code.
 - (d) Include notice of the date and time of a public hearing before the Building and Standards Commission to determine whether the building complies with the standards set out in this article;
 - (e) Include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing, proof of the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work; and
 - (f) Be served upon the responsible parties as set out in this article.
- (2) *Sufficiency of notice.* Notwithstanding any other term or provision of this article or the code, notice given pursuant to this article shall be sufficient and deemed properly served upon the responsible parties if a copy thereof is:
 - (a) Served upon him/her personally; or
 - (b) Sent by registered or certified mail, return receipt requested, to the last known address of such person as shown on the records of the city and the tax appraisal district; and posted in a conspicuous place in or about the building affected by the notice.
- (3) *Compliance with notice.* The parties responsible for the substandard structure, shall have until the date and time of the hearing as described by Section 22-451 from the date of service of the notice to substandard structure into compliance with the provisions of this Chapter.
- (4) *Further occupancy prohibited.* Once a building is determined to be a substandard structure, the code official shall affix a placard on or near the front door of said building. The placard shall note the date of posting, provide the name and signature of the city official who determined the building to be a substandard structure, provide an identification, that is not required to be a legal description, of the building and the property on which it is located, and shall state the following:

THIS BUILDING HAS BEEN FOUND TO BE A SUBSTANDARD STRUCTURE UNDER THE TERMS OF THE (INSERT NAME OF CODE) CODE. OCCUPANCY OR USE OF THIS BUILDING BY ANY PERSON OR FOR ANY PURPOSE IS HEREBY PROHIBITED UNTIL SUCH TIME AS THE PREMISES HAVE BEEN BROUGHT INTO COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE (INSERT NAME OF CODE) CODE AND THIS PLACARD REMOVED BY THE CODE OFFICIAL. REMOVAL OF THIS PLACARD BY ANY PERSON OTHER THAN THE UNDERSIGNED OFFICER OF THE CITY SHALL BE UNLAWFUL.

- (5) *Refused or unclaimed mail.* All mailed notices shall be deemed sufficient and delivered if returned "refused" or "unclaimed."
- (6) Notices sent pursuant to this article shall be sent to the address of the owner, lienholder, or mortgagee in the building as determined by a reasonable search of records to include:
 - (a) County real property records;
 - (b) Appraisal district records;
 - (c) Records of the Secretary of State, if the property owner or lienholder is a corporation, partnership, or other business association;
 - (d) Assumed name records;
 - (e) Tax records, and utility records of the city.

Sec. 22-452 Additional authority to secure substandard buildings pursuant to Texas Local Government Code § 214.001.

- (1) In addition to the powers prescribed by this Chapter, the City may secure a Substandard Structure the municipality determines violates the standards as set out by this Chapter, provides an imminent threat of harm or danger to the public, and is unoccupied or is occupied only by persons who do not have a right of possession to the structure.
- (2) Before the 11th day after the date the structure is secured, the municipality shall give notice to the owner by:
 - (a) Personally, serving the owner with written notice;
 - (b) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
 - (c) Publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or
 - (d) Posting the notice on or near the front door of the structure if personal service cannot be obtained and the owner's post office address is unknown.
- (3) The notice must contain:
 - (a) An identification, which is not required to be a legal description, of the structure and the property on which it is located;
 - (b) A description of the violation of the municipal standards that is present at the structure;
 - (c) A statement that the municipality will secure or has secured, as the case may be, the structure; and
 - (d) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the structure. The explanation must notify

the owner that the owner must file with the city a written request for such hearing within 30 days of the city securing the structure.

1. A hearing requested pursuant to this section shall be undertaken by the Building and Standards Commission no later than 20 days after the date the request is filed.
- (4) The city has the same authority to assess expenses under this section as it has to assess expenses under Section 22-453 (k). A lien is created under this section in the same manner that a lien is created under Section 22-453 (k) and is subject to the same conditions as a lien created under that section.

Sec. 22-453. – Duties of Building and Standards Commission; appeal from orders.

(a) The Building and Standards Commission shall:

- (1) Schedule and hold a public hearing and hear testimony from the code official, and the owner, mortgagee, or lienholder of the substandard structure. Such testimony shall relate to the determination of the question of whether the building or structure in question is a substandard building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner, mortgagee, and/or lienholder shall have the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.
- (2) Upon conclusion of the hearing, the Building and Standards Commission shall determine by majority vote of its board membership whether the building or structure in question is a substandard building. Upon a determination that the building or structure in question constitutes substandard and out of conformance with the requirements of this Chapter, the Building and Standards Commission shall issue an order:
 - a. Containing an identification of the building and the property on which it is located;
 - b. Making written findings of the violations of the minimum standards that are present at the building;
 - c. Requiring the owner, mortgagee, or lienholder to repair, vacate, or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the Building and Standards Commission shall specify a reasonable time for the completion of the work; and
 - d. Containing a statement that the city will vacate, secure, repair or demolish the substandard building and relocate the occupants of the structure if the ordered action is not taken within the time specified by the board.
- (b) The code official shall deliver a copy of said order by hand delivery or certified mail to the owner and all persons having an interest in the property, as such persons appear in the official records described herein, including all identifiable mortgagees and lienholders, as soon as is practicable after the hearing, which order shall include an identification and address of the building and the property on which it is located; a description of the violation of this article that are found to be present at the building; and a statement that the municipality will vacate, secure, remove, repair, or demolish the building and relocate the occupants of the building if the ordered action is not taken within the agreed-upon reasonable time.
- (c) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the substandard building more than 30 days to repair, remove, or demolish the building, the board in its written order shall establish specific time schedules for the commencement and

performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the Code official.

- (d) The Building and Standards Commission shall not allow the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner or person:
 - (1) Submits a detailed plan and time schedule for the work at the hearing; and
 - (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- (e) If the value of a property subject to a Building and Standards Commission order exceeds \$100,000.00, the board, at its election, may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building. In lieu of a bond, the board may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the city. If required by the board, the bond must be posted, or the letter of credit or third-party guaranty provided not later than the 30th day after the date the Board issues its order.
- (f) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the Board shall require them to regularly submit progress reports to the Board to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that they appear before the code official to demonstrate compliance with the time schedules.
- (g) **Appeals.** In the event the owner fails to appeal an order issued by the Building and Standards Commission under this article within 30 days of the date said order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the order shall become final and unappealable. In the event an owner fails to comply with the order within the time frame specified therein, following the expiration of 30 days from the date the order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the city will be authorized to take action to abate the public nuisance and affix a lien against the property.
- (h) After the public hearing, if a building is found in violation of the minimum requirements of this article, the Building and Standards Commission may order that the occupants be relocated within a reasonable time.
- (i) In addition to the authority granted to the Building and Standards Commission under this chapter, the city may also pursue any and all other remedies provided by state law including filing suit in the appropriate court of competent jurisdiction to enforce this article.
- (j) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the city may vacate, secure, remove, repair or demolish the building or relocate the occupants at its own expense after the timeframe for appealing the Board's order pursuant to subsection (g) has expired.
- (k) If the city incurs expenses as a result of enforcing the provisions of this article, said expenses may be assessed against the property in the form of a lien unless it is a homestead as protected by the Texas Constitution. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses.

The lien arises and attaches to the property at the time of the notice of the lien is recorded and indexed in the office of the county clerk. The notice must contain in the name and address of the owner if that information can be determined by a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. A lien filed in accordance with the terms of this article is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property to which the city's lien attaches.

- (l) Notice. If repair or demolition is ordered, the Building and Standards Commission shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within ten days after the hearing. Within ten days after the date that the order is issued, the city shall:
 - (1) File a copy of the order in the office of the municipal secretary or clerk; and
 - (2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:
 - (a) The street address or legal description of the property;
 - (b) The date of the hearing;
 - (c) A brief statement indicating the results of the order (may be a copy of the order); and
 - (d) If not provided in the notice, instructions stating where a complete copy of the order may be obtained.
 - (3) If repair or demolition is ordered and notice of public hearing was not filed in the official public records of real property of the county, the city may file and record a copy of the order in such records of the county.
- (m) Secure property. If the Building and Standards Commission allows the owner of the Substandard Structure more than 30 days to repair, remove, or demolish the building, the Board in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the code official.
- (n) Assessment of expenses and penalties.
 - (1) In addition to the authority granted under Chapter 214 of the Texas Local Government Code and this Chapter, the city may:
 - (a) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached, or
 - (b) Assess a civil penalty against the responsible party for failure to repair, remove, or demolish the building.
 - (2) The city, at its election, may use city resources or contract with appropriate service providers to demolish a building that is subject to a Building and Standards Commission demolition order. Should the city choose to retain an outside demolition contractor, the code official shall invite at least two or more building contractors to make estimates pertaining to the needed repair, removal or demolition of a building. The code official shall cause to be made an assessment of expenses or civil penalty based on such estimates. The code official shall endeavor to minimize the expenses of any building repairs, removal or demolitions order pursuant to this subchapter.
 - (3) The city may repair a building subject to a Building and Standards Commission order only to the extent necessary to bring the building into compliance with the general

requirements of the International Property Maintenance Code and only if the building is a residential building with ten or fewer dwelling units.

- (4) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.
- (5) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent (10%) a year from the date of assessment until paid in full.
- (6) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead.

(o) Violations.

- (1) The owner of any substandard structure who shall fail to comply with any notice or order to repair, vacate or demolish said building or structure, such notice or order given by the authority of the Building and Standards Commission, shall be guilty of a misdemeanor.
- (2) An occupant, or lessee in possession of any substandard structure who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the Building and Standards Commission shall be guilty of a misdemeanor.
- (3) Any person removing the notice of a substandard structure as provided for by this article, shall be guilty of a misdemeanor.
- (4) The violation of any provision of this article shall be unlawful and a misdemeanor offense punishable by a fine not exceeding \$500.00. Each day a violation of this article continues shall constitute a separate offense.
- (5) In any prosecution charging a violation of this article governing the failure to comply with any notice or order to repair, vacate, remove, or demolish any building or structure, proof that the particular property described in the complaint was substandard in violation of this article, together with proof that the defendant named in the complaint was, at the time of such notice or order, the registered owner of such property, shall constitute in evidence a prima facie presumption that the registered owner of such property was the person who failed to comply with the notice or order to repair, vacate, remove, or demolish, and for the time during which, such violation occurred.

Sec. 22-454. Alternative Enforcement: Action to Compel Repair or Demolition of Structure

- (a) The City may, in lieu of other procedures provided for herein, bring an action in the District Court of Hidalgo County, Texas for the repair or demolition of a structure or to obtain approval to remove the structure and recover the removal costs. [Sections 54.012 and 54.018, Texas Local Government Code]. In that action the City may also bring a claim for civil penalties under Section 54.017 of Texas Local Government Code and an action in rem against the structure that may result in a judgement against the structure as well as a judgement against the defendant. A notice in rem may be filed in the real property records of the Hidalgo County Clerk upon the filing of the action.
- (b) To recover civil penalties under Section 54.017 of the Texas Local Government Code the City must prove that:

- (1) The property owner was notified of the requirements of the Chapter and the owner's need to comply with the requirements; and
 - (2) After notification, the property owner committed an act in violation of this Chapter or failed to take action necessary for compliance with this Chapter.
- (c) The civil penalty may not exceed \$1,000.00 per day.
- (d) On a showing of substantial danger of injury or an adverse health impact to any person or to the property of any person other than the defendant, the City may obtain against the owner or owner's representative with control over the premises an injunction that:
- (1) Prohibits specific conduct that violates this Chapter; and
 - (2) Requires specific conduct that is necessary for compliance with this Chapter. It is not necessary for the City to prove that another adequate remedy or penalty for a violation does not exist or to show that prosecution in a criminal action has occurred or has been attempted.
- (e) The City may use an enforcement action to compel repair or demolition of a structure even if the City has proceeded with the administrative process for enforcement provided elsewhere in this Chapter.

Secs. 22-455—22-485. - Reserved

SECTION 2 – SEVERABILITY

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 3 - SAVINGS CLAUSE

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

SECTION 4 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5 – REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6 – CUMULATIVE

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

SECTION 7 – PROPER NOTICE AND MEETING

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 2 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 CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: July 2, 2020

MEETING DATE: July 6, 2020

FROM: Anali Alanis, HR Director

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2019-50 relating to the number of authorized civil service positions within the Fire and Police Departments. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

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

Financial Consideration: Position to be reclassified on upcoming budget amendment.

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 7/2/2020

Anali Alanis

Approved - 7/2/2020

Patricia Rigney

Approved - 7/2/2020

Karla Saavedra

Approved - 7/2/2020

City Management Office

Final Approval - 7/2/2020

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2019 -50 OF
THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

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

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

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

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

Police Department			
	Current Positions	Increase By	New Total
Police Officer	113	-1	112
Sergeant	16	0	16
Lieutenant	6	1	7
Assistant Chief	2	0	2
Police Chief	1	0	1

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

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	35	0	35
Engineer	18	0	18
Lieutenant/Asst. Fire Marshal	14	0	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

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

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

**PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of
_____, 2020.**

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, City Clerk

ORDINANCE NO: O-2020-_____

**AN ORDINANCE APPOINTING/RE-APPOINTING A MUNICIPAL JUDGE AND
ALTERNATE MUNICIPAL JUDGE FOR THE CITY OF PHARR; COMPENSATION;
HOURS; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE; DECLARING AN
EMERGENCY; EFFECTIVE DATE**

WHEREAS, in accordance with the City Charter of the City of Pharr, Article IV, Sections 2, 4 and 8, a Municipal Judge and Alternate Municipal Judge shall be appointed by the Board of Commissioners of the City of Pharr; as soon as practical after the biennial election of the Commission;

WHEREAS, the Municipal Judge and Alternate Municipal Judge shall be appointed for a two-year term and shall have the qualifications as set out in the City Charter; and

WHEREAS, the Municipal Judge and Alternate Municipal Judge shall have the duties, responsibilities, and authority as set out in the City Charter, applicable law and City Codes.

WHEREAS, in accordance with Ordinance No. O-2002-57 a second alternate Judge was created to assist the Court as allowed by charter to have the qualifications as set out in the City Charter and other applicable laws related to the Municipal and Alternate Judge.

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

SECTION 1: The following shall hereby be appointed/re-appointed to serve in the capacity indicated below:

1. _____ is hereby appointed as the Municipal Judge of the City of Pharr. Compensation and benefits should be coordinated through the Human Resources Department and shall be subject to any and all terms and applicable benefits pursuant to the City of Pharr Personnel Policies as may be amended from time to time.
2. _____ is hereby re-appointed to the Office of Alternate Municipal Judge of the City of Pharr. Compensation and benefits should be coordinated through the Human Resources Department and shall be subject to any and all terms and applicable benefits pursuant to the City of Pharr Personnel Policies as may be amended from time to time. The position requires a minimum of twenty (20) work hours per week.

3. A second alternate municipal judge will not be appointed at this time.

SECTION 2: The Municipal Judge shall be designated the administrative judge of the municipal courts. The Municipal Judge will be a full-time position and shall be responsible for any and all management, oversight and administrative reports required by the City Commission or the City Manager. The Municipal Judge shall be under the direction of the City Manager and have authority over any municipal court personnel, including but not limited to, the alternate municipal judges pursuant to the municipal chain of authority and city employment policy as may be amended from time to time. The alternate municipal judges shall be part-time positions.

SECTION 3: Cumulative Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 4: Severability Clause. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 5: Declaring an Emergency Clause; Effective Date. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect on July 6, 2020.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of July, 2020, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

0 25 50 75 100 150 200

SCALE IN FEET: 1"=100'



LEGEND

- FOUND 1/2" IRON ROD (AS NOTED)
- M.R.H.C.T. - MAP RECORDS, HIDALGO COUNTY, TEXAS
- O.R.H.C.T. - OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS
- SQ. FT. - SQUARE FEET
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING

P.O.C.

1/2" FIR
W/CAP
"2118"

H.C.I.D. NO. 2
EASEMENT
VOL. 29, PG. 108
M.R.H.C.T.

1/2" FIR
W/CAP
"HALFF"

P.O.B.

LOT 2
REPLAT OF G.S.A. SUBDIVISION
VOL. 29, PG. 108
M.R.H.C.T.

UNITED STATES OF AMERICA
DOC. No. 405355
O.R.H.C.T.

LOT 1
CAPOTE INTERNATIONAL
BUSINESS PARK PHASE III
DOC. No. 2367520
M.R.H.C.T.

CAPOTE FARMS, INC.
DOC. No. 1058050
O.R.H.C.T.



N08°41'42"E 209.36'

25,109 SQ. FT.

N81°18'18"W
119.92'

S08°41'42"W 567.80'

CITY OF PHARR
DRAINAGE DITCH
EASEMENT
VOL. 29, PG. 108
M.R.H.C.T.

S81°18'18"E
119.94'

S08°42'00"W 209.36'

PARCEL No. 4
STATE OF TEXAS
H.C.C.F. No. 2227254 &
H.C.C.F. No. 2228288

1/2" FIR
W/CAP
"HALFF"

REMAINDER OF
LOT 399
KELLY-PHARR SUBDIVISION
VOL. 3, PG. 133
D.R.H.C.T.

ACCESS EASEMENT

25,109 SQ. FT.,
OUT OF

REPLAT OF G.S.A.
SUBDIVISION

CITY OF PHARR, HIDALGO COUNTY, TEXAS
DATE: 8/2/2019 AVO: 34673.001



HALFF

5000 WEST MILITARY HWY. STE. 100
MCALLEN TX 78503
(956) 664-0286 TBPLS FIRM NO. 10194444

NOTES:

- The bearings shown hereon are referenced to the East line of LOT 2 REPLAT OF G.S.A. SUBDIVISION as recorded in Volume 29, Page 108 of the Map Records of Hidalgo County, Texas.
- A metes and bounds of even date accompanies this survey plat.

Juan M. Castillo

JUAN M. CASTILLO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6146

METES AND BOUNDS DESCRIPTION
ACCESS EASEMENT

Being a 25,109 square feet tract of land situated in the City of Pharr, Texas, out of that 100-foot Drainage Easement and that 20-foot Irrigation Pipeline Easement of the Hidalgo County Irrigation District No. 2 as shown on GSA (REPLAT) SUBDIVISION as recorded in Volume 29, Page 108 of the Maps Records of Hidalgo County Texas; said 25,109 sq. ft. tract being more particularly described as follows:

COMMENCING at 1/2-inch iron rod with cap stamped "Baker 2118" found at the northeast corner of Lot 2 of said GSA (REPLAT) SUBDIVISION, THENCE, South 08° 41' 42" West, along the east line of said Lot 2, a distance of 567.80 feet to the POINT OF BEGINNING;

THENCE, South 81° 18' 18" East, along the north line of the herein described easement, a distance of 119.94 feet to the common line of said Irrigation Pipeline Easement and that Parcel No 4 conveyed to State of Texas as recorded in Doc No 2228288 of the Official Records of Hidalgo County, Texas, for the northeast corner of the herein described tract;

THENCE, South 08° 42' 00" West, along said common line, a distance of 209.36 feet, for the southeast corner of the herein described tract;

THENCE, North 81° 18' 18" West, along the south line of the herein described easement, a distance of 119.92 feet to the west line of said Drainage Easement, for the southwest corner of the herein described tract;

THENCE, North 08° 41' 42" East, along the west line of said Drainage Easement, a distance of 209.36 feet to the POINT OF BEGINNING and containing 25,109 square feet of land, more or less.



Juan M. Castillo
Registered Professional Land Surveyor
Texas No. 6146





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: July 2, 2020

MEETING DATE: July 6, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the Board of Commissioners on the City's organizational Structure.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 7/2/2020
Final Approval - 7/2/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 23, 2020

MEETING DATE: July 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a Contract with Halff Associates for Professional Surveying Services related to the City-Wide Ditch Widening Project No. 1920-01-528-S020-001 (Rotation List) **(TABLED)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Professional Surveying Services are needed to establish the existing geometry of the ditch and post construction to determine the exact quantities of ditch excavation material generated.

Financial Consideration: Estimated Fee \$78,000

Staff Recommendation: Staff recommends authorizing the City Manager to negotiate and enter into a Contract with Halff Associates for Professional Surveying Services related to the City-Wide Ditch Widening Project.

Alternatives:

ROUTING:

Hilda Pedraza
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 6/23/2020
Approved - 6/23/2020
Approved - 6/23/2020
Approved - 7/2/2020
New - 6/12/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: June 30, 2020

MEETING DATE: July 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a Contract with Sigler Winston & Greenwood, LLC for Professional Surveying Services related to the Citywide Ditch Widening Project No. 1920-01-528-S020-001 (Rotation List)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Professional Surveying Services are needed to establish the existing geometry of the ditch and post construction to determine the exact quantities of ditch excavation material generated.

Financial Consideration: \$74,000

Staff Recommendation: Staff recommends authorizing the City Manager to negotiate and enter into a Contract with Sigler Winston & Greenwood, LLC for Professional Surveying Services related to the City-Wide Ditch Widening Project.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 6/30/2020

Omar Anzaldua

Approved - 6/30/2020

Ignacio Amezcua

Approved - 6/30/2020

Patricia Rigney

Approved - 6/30/2020

Karla Saavedra

Approved - 7/1/2020

City Management Office

Final Approval - 7/2/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: July 1, 2020

MEETING DATE: July 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Parks

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the design of the North Side Community Center. (Project No. 1920-01-528-S015-001) (Rotation List)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Community Center will include a 12,850 s.f. Community Center, an amphitheater, and a Formal-French inspired Park with a center water feature.

Financial Consideration: Total Fee \$525,204

Staff Recommendation: Staff recommends authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the design of the North Side Community Center.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 7/1/2020
Approved - 7/1/2020
Approved - 7/1/2020
Approved - 7/2/2020
Final Approval - 7/2/2020



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

July 1, 2020

Ed Wylie
Interim City Manager
City of Pharr
118 S. Cage Blvd. 1st. Floor
(956) 702-5369 O
ed.wylie@pharr-tx.gov

Re: CITY OF PHARR – North Side Development
5.31 acres of Lot 98 Kelly-Pharr Subdivision
Pharr, Texas 78572

Dear Mr. Wylie:

It was nice meeting with you yesterday. The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our services. As requested, following is our proposal of services for the design of the New Proposed City of Pharr's North Side Development to be located at approximately 5.31acre- south portion of Lot 98 of the Kelly-Pharr Subdivision in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal is based on exhibits provided dated 2-10-2020 with reduced scope.
- The project is comprised of three projects as follows:
 - A. Formal-French Inspired Park with center water feature.
 - B. 12,850 S.F. Research and Development Center
 - C. Outdoor Amphitheatre
- The current estimated overall budget is at approximately \$ 7,502,911. (U.S. currency)
- Please note that this proposal is based on the recently reduced scope as noted on the latest approved exhibit. Additional fees may apply if the STAT Center is added back to the Research and Development facility.
- The development will be designed to comply with the Applicable edition of the International Building codes, NFPA 101 and City of Pharr ordinances.
- This proposal includes Architectural, Civil, Structural, Mechanical, Electrical, Plumbing Engineering and Landscape/Irrigation Design Services.
- The Civil Engineer design services include all civil engineering improvements with-in the boundary of the 5.31 acres of lot 98.
- The City of Pharr will provide TWG a copy of Utility and Topographic survey.
- This proposal excludes Platting services.
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil Testing and Environmental Testing.

| SCHEMATIC DESIGN-PROGRAMING: (Provided)

Stipulated Sum Fee \$52,520.

Rendered Site Plan-revised
Floor Plans of amenities
Area Tabulations
Opinion of Probable costs
Preliminary Code Review

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project was provided to Owner Representative. The site indicated the location of the parking area with dimensions and proposed drainage detention with outfall. Our team met with the City of Pharr Authorized Representatives to review the schematic plan, site plan and based on Owner Representative comments prepared revisions to the floor plan and site plan of the proposed Facility. Our team will have introductory plan and budget review meeting with the City of Pharr selected CMAR.

| DESIGN DEVELOPMENT:

Stipulated Sum Fee of \$131,301.

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, parking area, drainage detention, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner Representative. We will submit this package for the Owner Representatives review. When design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Owner Representative. The consultant will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of Pharr Planning, Engineering Departments. We will coordinate a plan review meeting with all applicable Building Departments.

| CONSTRUCTION DOCUMENTS:

Stipulated Sum Fee of \$ 210,082.

Based on approved Design Development Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. Our team will continue to coordinate with the CMAR for the monitoring of the design along with the budget and make needed project adjustments to meet the desired budget.

The construction documents will include the following:

Architectural, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

The Civil Engineer shall provide required drainage detention calculations for the new parking area only.

Structural Engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report.

| BIDDING:

Stipulated Sum Fee of \$26,260.

Our team will provide the plans and specifications in PDF format. We will attend a Pre-Bid conference meeting and issue addendums addressing any questions that general contractors may have. Our team will also attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| CONSTRUCTION PHASE:

Stipulated Sum Fee of \$105,041.

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined.

Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- As Built
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots	
Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 5.00/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

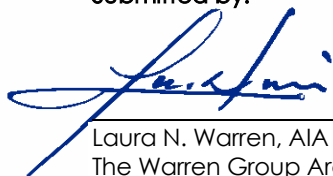
| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2020. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:



Laura N. Warren, AIA
The Warren Group Architects, Inc.

July 01, 2020

Date

Accepted by:

Mr. Edward M. Wylie
Interim City Manager, Pharr, Texas

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: June 25, 2020

MEETING DATE: July 6, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the City of Pharr, City of San Juan, City of Alamo, and the Pharr-San Juan-Alamo Independent School District for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The PSJA Tri-City Pedestrian Safety Improvements Project Phase I (Project) is a cooperative effort between the City of Pharr (Pharr), City of San Juan (San Juan), City of Alamo (Alamo), and the Pharr-San Juan-Alamo Independent School District (PSJA ISD) to build sidewalks near schools across the Tri-City area. The Interlocal Agreement is the platform that will allow for a smooth relationship between the entities by outlining responsibilities of each, including cost sharing.

The Project is at 100% design, and is expected to let by October 2020.

Financial Consideration: The total financial commitment estimated for the City of Pharr is \$315,823.96. The financial commitment includes costs for local match, TxDOT's services, and professional services.

Staff Recommendation: Staff recommends approval of the Interlocal Agreement.

Alternatives:

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney

Created/Initiated - 6/25/2020
Approved - 7/1/2020
Approved - 7/1/2020

Karla Saavedra
City Management Office

Approved - 7/1/2020
Final Approval - 7/2/2020

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, CITY OF SAN JUAN, CITY OF ALAMO, TEXAS, AND PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT CONCERNING THE DEVELOPMENT OF THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – PHASE I.

THIS Inter-local Agreement is made and entered on this the ____ day of _____, 2020 by and between the CITY OF PHARR, TEXAS, hereinafter referred to as "PHARR", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO", and the PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "PSJA", collectively "the parties", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, PHARR, SAN JUAN, and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, PHARR, SAN JUAN, and ALAMO are cities created under the laws of Texas;

WHEREAS, PSJA is a political subdivision of the State of Texas, and as such is authorized to acquire and maintain real property for the purpose of maintaining facilities for the use of the public; and

WHEREAS, under the Inter-local Cooperation Act, local units of government acting together, and in conjunction with other political subdivisions, may contract for performance of governmental functions and services; and

WHEREAS, PHARR, SAN JUAN, ALAMO and PSJA desire to cooperate in the development of the PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – PHASE I (the "Project");

WHEREAS, the parties believe and hereby find that the constituents of each political subdivision will benefit from the joint efforts of the parties resulting from this inter-local agreement;

WHEREAS, PHARR, SAN JUAN, ALAMO and PSJA have been successful in securing \$1,577,340.00 of Category 9 Transportation Alternative Program (TAP) funding for the construction cost of the Project through the Hidalgo County Metropolitan Planning Organization (HCMPO);

WHEREAS, PHARR, SAN JUAN, and ALAMO have received an Economically Disadvantaged Counties (EDC) Program adjustment to the required local participation, thereby, reducing the usual local participation of 20% by 88%.

NOW, THEREFORE, be it agreed that in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the Parties hereby agree as follows:

I.

PHARR will be the fiduciary agent for the Project and assume the role of project development lead.

PHARR will oversee the execution of the project development tasks as identified on Exhibit A attached hereto and made a part of this agreement.

PHARR, SAN JUAN, ALAMO and PSJA agree to cooperate to develop all project development tasks to the expectations of the TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") and the FEDERAL HIGHWAY ADMINISTRATION ("FHWA").

PHARR, SAN JUAN, AND ALAMO will provide the required Direct State Costs and Local Match to the secured TAP funding within 30 days of execution of this agreement as follows:

- PHARR – \$193,174.77
- SAN JUAN – \$36,199.70
- ALAMO - \$21,390.73

PSJA will provide the voluntary overmatch to the secured TAP funding within 30 days of execution of this agreement as follows:

- PSJA - \$251,460

PHARR, SAN JUAN, AND ALAMO will provide a fixed lump sum for the engineering services within 60 days of acceptance of the project as complete, estimated to be as follows:

- PHARR – \$ 122,649.20
- SAN JUAN – \$ 22,983.67
- ALAMO - \$ 13,581.26

The contribution by PHARR, SAN JUAN, ALAMO and PSJA for all project development tasks required for completion of the Project are estimated to be as follows:

- PHARR - \$ 315,823.96
- SAN JUAN - \$ 59,183.37
- ALAMO - \$ 34,971.99
- PSJA - \$ 251,460.00

PHARR, SAN JUAN and ALAMO are responsible for all costs above the current estimate, as identified on Exhibit A, and presently anticipate contributing towards all project development tasks required for completion of the Project. Costs below the current estimates will result in reimbursement to SAN JUAN and ALAMO after PHARR is reimbursed by TxDOT.

The Project development cost is estimated to be \$2,585,794.32 of which PHARR will contribute an estimated amount of \$315,823.96.

SAN JUAN will cooperate by contributing an estimated amount of \$59,183.37 to PHARR toward the project development tasks, upon the execution of this agreement.

ALAMO will cooperate by contributing an estimated amount of \$34,971.99 to PHARR toward the project development tasks upon execution of this agreement.

PSJA will cooperate by contributing an estimated amount of \$251,460.00 to PHARR toward the project development tasks, upon execution of this agreement.

PHARR, SAN JUAN and ALAMO will maintain the project within each respective City's municipal limits following completion of the Project.

SAN JUAN, ALAMO and PSJA agree to support the proposition that PHARR assume the role of fiduciary agent and project development lead to oversee all project development tasks of the Project within PHARR, as well as SAN JUAN and ALAMO.

Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

II.

1. **Term:** The term of this Agreement is for two (2) years commencing on the date of execution of this Agreement and expiring on the second anniversary date of the Agreement.
2. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any

conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

3. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
4. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by PHARR, SAN JUAN, ALAMO and PSJA, and not otherwise.
5. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
6. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to PHARR: City of Pharr
 Attention: Dr. Ambrosio Hernandez, Mayor
 PO Box 1729
 Pharr, Texas 78577

If to SAN JUAN: City of San Juan
 Attention: Hon. Mario Garza, Mayor
 709 S. Nebraska Ave.
 San Juan, Texas 78589

If to ALAMO: City of Alamo
 Attention: Hon. Diana Martinez, Mayor
 420 N. Tower Rd.

Alamo, Texas 78516

If to PSJA:

Pharr-San Juan-Alamo Independent School District
Attn: Jorge L. Arredondo, Superintendent of Schools
601 E. Kelly Ave.
Pharr, Texas 78577

7. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
8. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
9. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
10. **Assignment:** This Agreement shall not be assignable.
11. **Headings:** The headings and captions contained in this Agreement are solely for the convenience of reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
12. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
13. **Authority to Execute:** The execution and performance of this Agreement by PHARR, SAN JUAN, ALAMO and PSJA has been duly authorized by all necessary laws, resolutions or corporate actions, and this Agreement constitutes the valid and enforceable obligations of the Cities and School District in accordance with its terms.
14. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
15. **Commitment of Current Revenues Only:** In the event that during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary

for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By: _____
Dr. Ambrosio Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk

CITY OF SAN JUAN

By: _____
Hon. Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary

CITY OF ALAMO

By: *Diana Martinez*
Hon. Diana Martinez, Mayor

ATTEST:

[Signature]
City Clerk



PSJA ISD

By: _____
Jorge L. Arredondo, Superintendent

ATTEST:

Clerk

APPROVED AS TO FORM:

By: _____
Patricia Rigney, Pharr City Attorney

APPROVED AS TO FORM:

By:  _____
Palacios, Garza, & Thompson, P.C.,
Alamo City Attorney

APPROVED AS TO FORM:

By: _____
Palacios, Garza & Thompson, P.C.,
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
PSJA Attorney

EXHIBIT "A"
PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT - PHASE I
ESTIMATED PROJECT COSTS

ENTITY	City of Pharr	City of San Juan	City of Alamo	PSJA ISD	FHWA (TAP)	State (EDC)	Total
TASK							
Direct State Costs (LG \$140,580.00)							
<i>Project Percentage</i>	77.03%	14.44%	8.53%	0%	0%		100%
\$ 140,580.00	\$ 108,294.57	\$ 20,293.70	\$ 11,991.73	\$ -	\$ -		\$ 140,580.00
Surveying	\$ 39,839.06	\$ 7,465.58	\$ 4,411.48	\$ -	\$ -		\$ 51,716.12
Environmental	\$ 7,087.14	\$ 1,328.08	\$ 784.78	\$ -	\$ -		\$ 9,200.00
Design	IN HOUSE	\$ -	\$ -	\$ -	\$ -		\$ -
TDLR Review & Inspection (0.3%) (ESTIMATE)	\$ 5,283.00	\$ 990.00	\$ 585.00	\$ -	\$ -		\$ 6,858.00
Construction (LG \$361,645.00)						\$ 347,015.00	\$ 347,015.00
<i>Cost</i>	\$ 1,761,000.00	\$ 330,000.00	\$ 195,000.00	\$ 2,286,000.00	\$ 2,286,000.00		\$ 2,286,000.00
<i>Match Percentage (w/ EDC Reduction)</i>	4.82%	4.82%	4.82%	11%	69%		100%
<i>Match Amount (w/ EDC Reduction)</i>	\$ 84,880.20	\$ 15,906.00	\$ 9,399.00	\$ 251,460.00	\$ 1,577,340.00		\$ 1,938,985.20
Construction Inspection	IN HOUSE	\$ -	\$ -	\$ -	\$ -		\$ -
CMT (4%) (ESTIMATE)	\$ 70,440.00	\$ 13,200.00	\$ 7,800.00	\$ -	\$ -		\$ 91,440.00
Project Management	IN HOUSE	\$ -	\$ -	\$ -	\$ -		\$ -
DBE Compliance	IN HOUSE	\$ -	\$ -	\$ -	\$ -		\$ -
Total Estimated Financial Commitment:	\$ 315,823.96	\$ 59,183.37	\$ 34,971.99	\$ 251,460.00	\$ 1,577,340.00	\$ 347,015.00	\$ 2,585,794.32

SUMMARY ESTIMATED PROJECT COSTS

City of Pharr Financial Commitment	
Direct State Costs (77.03%)	\$ 108,294.57
Total Local Match (20%)	\$ 84,880.20
Due a Execution of Construction Contract	\$ 193,174.77
Engineering Services	\$ 122,649.20
Due at Acceptance of Project as Complete	\$ 122,649.20
Total Estimated Financial Commitment	\$ 315,823.96
City of San Juan Financial Commitment	
Direct State Costs (14.44%)	\$ 20,293.70
Total Local Match (20%)	\$ 15,906.00
Due a Execution of Construction Contract	\$ 36,199.70
Engineering Services	\$ 22,983.67
Due at Acceptance of Project as Complete	\$ 22,983.67
Total Estimated Financial Commitment	\$ 59,183.37
City of Alamo Financial Commitment	
Direct State Costs (8.53%)	\$ 11,991.73
Total Local Match (20%)	\$ 9,399.00
Due a Execution of Construction Contract	\$ 21,390.73
Engineering Services	\$ 13,581.26
Due at Acceptance of Project as Complete	\$ 13,581.26
Total Estimated Financial Commitment	\$ 34,971.99
PSJA ISD Financial Commitment	
Total Overmatch (11%)	\$ 251,460.00
Due a Execution of Construction Contract	\$ 251,460.00
Due at Acceptance of Project as Complete	\$ -
Total Estimated Financial Commitment	\$ 251,460.00
Total Direct State Costs	\$ 140,580.00
Total Local Match	\$ 110,185.20
Total Over Match	\$ 251,460.00
Total State Participation (EDC)	\$ 347,015.00
Total TAP Funding	\$ 1,577,340.00
Total Estimated Construction Cost	\$ 2,286,000.20
Total Estimated Engineering Services	\$ 159,214.12
Total Estimated Financial Commitment	\$ 2,585,794.32

NOTES:

*City of Pharr is the designated Fiduciary Agent and Project Development Lead.

*City of Pharr has executed an Advanced Funding Agreement (AFA) with TxDOT. Total Local Match, Over Match, and Direct State Costs are to be paid to TxDOT by City of Pharr.

*City of San Juan, City of Alamo, and PSJA ISD are to submit their portion of the Local Match, Direct State Cost or Over Match to the City of Pharr within 30 days from execution of the construction contract.

*Engineering Services shall be procured and paid for by City of Pharr. City of San Juan and City of Alamo shall reimburse the City of Pharr for their respective portion of the Engineering Services cost within 60 days of acceptance of the project as complete.

*City of Pharr, City of San Juan, and City of Alamo will pay for all overruns that correspond to the portion of the project within their jurisdiction.

*Excess funds that are reimbursed to City of Pharr by TxDOT will be shared with City of San Juan and City of Alamo according to portion of their initial contribution.

**PSJA Tri-City
Pedestrian Safety
Improvements Project
Phase I**

City of Pharr
Daniel Ramirez Elementary
W. Sioux Rd.
N. Sugar Rd.
W. Los Tesoros Dr.
N. Hibiscus St.

City of San Juan
Sorensen Elementary
Sam Houston Blvd.
S. Stewart Rd. (FM 2557)

City of Pharr
Aida Escobar Elementary
Carnahan Elementary
S. Sugar Rd.
W. Kelly Ave.
S. Palm Dr.
S. Bluebonnet St.

City of Pharr
Kelly-Pharr Elementary
S. Dogwood St.
E. Kelly Ave.
S. Athol St.
E. Caffery Ave.

City of Alamo
Marcia Garza Elementary
S. Alamo Rd. (FM 907)
El Gato Rd.

City of Pharr
Carmen Anaya Elementary
W. Dicker Rd. (FM 3072)

US 281

Business 83

Expressway 83

FM 2557

FM 907

LEGEND



PSJA ISD



Proposed 5 FT sidewalk



School



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, CITY OF SAN JUAN, CITY OF ALAMO, TEXAS, AND PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT CONCERNING THE DEVELOPMENT OF THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – PHASE I.

THIS Inter-local Agreement is made and entered on this the _____ day of _____, 2020 by and between the CITY OF PHARR, TEXAS, hereinafter referred to as "PHARR", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO", and the PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "PSJA", collectively "the parties", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, PHARR, SAN JUAN, and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, PHARR, SAN JUAN, and ALAMO are cities created under the laws of Texas;

WHEREAS, PSJA is a political subdivision of the State of Texas, and as such is authorized to acquire and maintain real property for the purpose of maintaining facilities for the use of the public; and

WHEREAS, under the Inter-local Cooperation Act, local units of government acting together, and in conjunction with other political subdivisions, may contract for performance of governmental functions and services; and

WHEREAS, PHARR, SAN JUAN, ALAMO and PSJA desire to cooperate in the development of the PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – PHASE I (the "Project");

WHEREAS, the parties believe and hereby find that the constituents of each political subdivision will benefit from the joint efforts of the parties resulting from this inter-local agreement;

WHEREAS, PHARR, SAN JUAN, ALAMO and PSJA have been successful in securing \$1,577,340.00 of Category 9 Transportation Alternative Program (TAP) funding for the construction cost of the Project through the Hidalgo County Metropolitan Planning Organization (HCMPO);

WHEREAS, PHARR, SAN JUAN, and ALAMO have received an Economically Disadvantaged Counties (EDC) Program adjustment to the required local participation, thereby, reducing the usual local participation of 20% by 88%.

NOW, THEREFORE, be it agreed that in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the Parties hereby agree as follows:

I.

PHARR will be the fiduciary agent for the Project and assume the role of project development lead.

PHARR will oversee the execution of the project development tasks as identified on Exhibit A attached hereto and made a part of this agreement.

PHARR, SAN JUAN, ALAMO and PSJA agree to cooperate to develop all project development tasks to the expectations of the TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") and the FEDERAL HIGHWAY ADMINISTRATION ("FHWA").

PHARR, SAN JUAN, AND ALAMO will provide the required Direct State Costs and Local Match to the secured TAP funding within 30 days of execution of the construction contract as follows:

- PHARR – \$193,174.77
- SAN JUAN – \$36,199.70
- ALAMO - \$21,390.73

PSJA will provide the voluntary overmatch to the secured TAP funding within 30 days of execution of the construction contract as follows:

- PSJA - \$251,460

PHARR, SAN JUAN, AND ALAMO will provide a fixed lump sum for the engineering services within 60 days of acceptance of the project as complete, estimated to be as follows:

- PHARR – \$ 122,649.20
- SAN JUAN – \$ 22,983.67

- ALAMO - \$ 13,581.26

The contribution by PHARR, SAN JUAN, ALAMO and PSJA for all project development tasks required for completion of the Project are estimated to be as follows:

- PHARR - \$ 315,823.96
- SAN JUAN - \$ 59,183.37
- ALAMO - \$ 34,971.99
- PSJA - \$ 251,460.00

PHARR, SAN JUAN and ALAMO are responsible for all costs above the current estimate, as identified on Exhibit A, and presently anticipate contributing towards all project development tasks required for completion of the Project. Costs below the current estimates will result in reimbursement to SAN JUAN and ALAMO after PHARR is reimbursed by TxDOT.

The Project development cost is estimated to be \$2,585,794.32 of which PHARR will contribute an estimated amount of \$315,823.96.

SAN JUAN will cooperate by contributing an estimated amount of \$59,183.37 to PHARR toward the project development tasks, upon the execution of this agreement.

ALAMO will cooperate by contributing an estimated amount of \$34,971.99 to PHARR toward the project development tasks upon execution of this agreement.

PSJA will cooperate by contributing an estimated amount of \$251,460.00 to PHARR toward the project development tasks, upon execution of this agreement.

PHARR, SAN JUAN and ALAMO will maintain the project within each respective City's municipal limits following completion of the Project.

SAN JUAN, ALAMO and PSJA agree to support the proposition that PHARR assume the role of fiduciary agent and project development lead to oversee all project development tasks of the Project within PHARR, as well as SAN JUAN and ALAMO.

Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

II.

1. **Term:** The term of this Agreement is for two (2) years commencing on the date of execution of this Agreement and expiring on the second anniversary date of the Agreement.
2. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

3. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
4. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by PHARR, SAN JUAN, ALAMO and PSJA, and not otherwise.
5. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
6. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to PHARR: City of Pharr
 Attention: Dr. Ambrosio Hernandez, Mayor
 PO Box 1729
 Pharr, Texas 78577

If to SAN JUAN: City of San Juan
 Attention: Hon. Mario Garza, Mayor
 709 S. Nebraska Ave.
 San Juan, Texas 78589

If to ALAMO: City of Alamo
 Attention: Hon. Diana Martinez, Mayor

420 N. Tower Rd.
Alamo, Texas 78516

If to PSJA: Pharr-San Juan-Alamo Independent School District
Attn: Dr. Jorge L. Arredondo, Superintendent of
Schools
601 E. Kelly Ave.
Pharr, Texas 78577

7. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
8. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
9. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
10. **Assignment:** This Agreement shall not be assignable.
11. **Headings:** The headings and captions contained in this Agreement are solely for the convenience of reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
12. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
13. **Authority to Execute:** The execution and performance of this Agreement by PHARR, SAN JUAN, ALAMO and PSJA has been duly authorized by all necessary laws, resolutions or corporate actions, and this Agreement constitutes the valid and enforceable obligations of the Cities and School District in accordance with its terms.
14. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
15. **Commitment of Current Revenues Only:** In the event that during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this

Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By: _____
Dr. Ambrosio Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk

CITY OF SAN JUAN

By: _____
Hon. Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary

CITY OF ALAMO

By: _____
Hon. Diana Martinez, Mayor

ATTEST:

City Clerk

PSJA ISD

By: _____
Dr. Jorge L. Arredondo, Superintendent

ATTEST:

Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Patricia Rigney, Pharr City Attorney

By: _____
Palacios, Garza & Thompson, P.C.,
San Juan City Attorney

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Alamo City Attorney

By: _____
PSJA Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: June 25, 2020

MEETING DATE: July 6, 2020

FROM: Ignacio Amezcua, Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award Annual Supply Contract for Citywide Ditch Excavation Hauling Services. (Project# 1920-60-582-S033-171)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Public Works Department has limited resources to haul off the amount of earthwork materials that will be generated so the City has decided to outsource for these services. The vendor has committed to 90 days project completion.

Financial Consideration: Bid Tabulation attached with a total project cost of \$2,472,500.00

Staff Recommendation: Staff recommends to award project to Saenz Brothers out of Donna, TX. in the amount of \$2,472,500 Although Saenz Brothers is not the apparent low bidder after ranking bid evaluation and references checked suggest that the company offers an exceptional level of quality and service. In addition, Saenz Brothers has worked extensively with Hidalgo County and multiple Cities as well with the City of Pharr in previous and similar projects and has always met or exceeded City expectations. Saenz Brothers is offering overall best value to the City.

Alternatives:

ROUTING:

Ignacio Amezcua
Omar Anzaldua
Anali Alanis
Patricia Rigney

Created/Initiated - 6/25/2020
Approved - 7/1/2020
Approved - 7/2/2020
Approved - 7/2/2020

Karla Saavedra
City Management Office

Approved - 7/2/2020
Final Approval - 7/2/2020

Annual Supply Citywide Ditch Excavation Hauling Services Earthworks Enterprises Bidders Questionnaire

Reference Company Name: CITY OF HARLINGEN	Rates
1) How do you rate from 1-10 the firm on Customer service?	9
2) How do you rate from 1-10 the firm on Change Orders?	10
3) How do you rate from 1-10 the firm on Project Completion?	8
4) How do you rate from 1-10 the firm on Overall Project?	9
Total	36

Reference Company Name: CITY OF MCALLEN	Rates
1) How do you rate from 1-10 the firm on Customer service?	7
2) How do you rate from 1-10 the firm on Change Orders?	6
3) How do you rate from 1-10 the firm on Project Completion?	6
4) How do you rate from 1-10 the firm on Overall Project?	7
Total	26

Reference Company Name: JAVIER HINOJOSA ENGINEERING	Rates
1) How do you rate from 1-10 the firm on Customer service?	9
2) How do you rate from 1-10 the firm on Change Orders?	9
3) How do you rate from 1-10 the firm on Project Completion?	9
4) How do you rate from 1-10 the firm on Overall Project?	9
Total	36

Reference Company Name: CITY OF MERCEDES	Rates
1) How do you rate from 1-10 the firm on Customer service?	8
2) How do you rate from 1-10 the firm on Change Orders?	9
3) How do you rate from 1-10 the firm on Project Completion?	8
4) How do you rate from 1-10 the firm on Overall Project?	8
Total	33

6/22/2020



Annual Supply Citywide Ditch Excavation Hauling Services Saenz Brothers Bidders Questionnaire

Reference Company Name:HIDALGO COUNTY (UC PROGRAM)	Rates
1) How do you rate from 1-10 the firm on Customer service?	10
2) How do you rate from 1-10 the firm on Change Orders?	10
3) How do you rate from 1-10 the firm on Project Completion?	10
4) How do you rate from 1-10 the firm on Overall Project?	10
Total	40

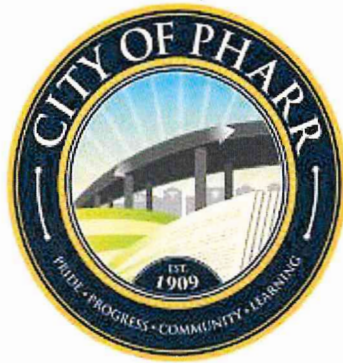
Reference Company Name:NORTH ALAMO WATER SUPPLY	Rates
1) How do you rate from 1-10 the firm on Customer service?	10
2) How do you rate from 1-10 the firm on Change Orders?	10
3) How do you rate from 1-10 the firm on Project Completion?	10
4) How do you rate from 1-10 the firm on Overall Project?	10
Total	40

Reference Company Name:CITY OF LA FERIA	Rates
1) How do you rate from 1-10 the firm on Customer service?	10
2) How do you rate from 1-10 the firm on Change Orders?	10
3) How do you rate from 1-10 the firm on Project Completion?	10
4) How do you rate from 1-10 the firm on Overall Project?	10
Total	40

Reference Company Name:RUBI GROUP LLC	Rates
1) How do you rate from 1-10 the firm on Customer service?	10
2) How do you rate from 1-10 the firm on Change Orders?	10
3) How do you rate from 1-10 the firm on Project Completion?	10
4) How do you rate from 1-10 the firm on Overall Project?	10
Total	40

6/22/2020





Annual Supply Citywide Ditch Excavation Hauling Services Ranking Bid Evaluation

Item #	Criteria Category	Allowabl e Points	Evaluator 1		Evaluator 2	
			Bidders Names		Bidders Names	
			Earthworks Enterprices	Saenz Brothers	Earthworks Enterprices	Saenz Brothers
1	The project cost	1-30	30	20	30	20
2	The reputation of the vendor and the vendor's goods or services	1-20	16	20	16	20
3	The quality of the vendor's goods or services	1-10	9	10	7	10
4	The extent to which the goods or services meet the City's needs	1-10	8	10	8	9
5	The vendor's past relationship with the City	1-10	1	10	1	10
6	The long term cost to the City to acquire the vendor's goods or services	1-10	8	9	8	9
7	Other relavant factors such as similar projects performed, worked with another RGV Cities before, years of experience in the field, etc.	1-10	7	10	5	9
Total Possible Points		100	79	89	75	87



CITY OF PHARR
 BID OPENING: JUNE 17, 2020 AT 3:00 P.M.
 LOCATION: CITY COMMISSION RM
ANNUAL SUPPLY CITYWIDE DITCH EXCAVATION HAULING SERVICES
 PROJECT NO.: 1920-60-582-S033-171

RECOMMENDATION

BIDDERS:				Earthworks Enterprise		Saenz Brothers	
SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2228	HAULING (0-5 MILES)	CY	271,000	\$5.00	\$1,355,000.00	\$3.50	\$948,500.00
2228	HAULING (5-10 MILES)	CY	79,000	\$6.50	\$513,500.00	\$6.00	\$474,000.00
2200	EXCAVATION & LOADING	CY	350,000	\$1.20	\$420,000.00	\$3.00	\$1,050,000.00
Total Amount				\$2,288,500.00		\$2,472,500.00	
ADDENDUM				YES		YES	
HARDCOPY OF BID SUBMITTED				YES		YES	
ELECTRONIC BID SUBMITTED				YES		YES	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: July 1,
2020

MEETING DATE: July 6, 2020

FROM: Veronica Gutierrez, Purchasing
Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award Contract for the Pharr City Hall 1st Floor Renovation Project. (Project #1920-40-510-C008-755)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Renovations of the City Hall 1st Floor Project

Financial Consideration: Base Bid: \$2,290,000

Alt. No. 1 \$37,101.00

Alt. No. 2 \$22,102.00

Grand Total: \$2,349,203.00

Staff Recommendation: Staff recommends award of contract for the Pharr City Hall 1st Floor Renovation Project to the highest scoring proposal submitted by NM Contracting of McAllen TX, in the amount of \$2,290,000.00 for Base Proposal, and \$37,101.00 for Alternate No. 1 and \$ 22,102.00 for Alternate No. 2. for a Grand Total of \$2,349,203.00.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 7/1/2020

Ignacio Amezcua

Approved - 7/1/2020

Omar Anzaldua

Approved - 7/1/2020

Anali Alanis

Approved - 7/2/2020

Patricia Rigney

Approved - 7/2/2020

Karla Saavedra

Approved - 7/2/2020

City Management Office

Final Approval - 7/2/2020

CITY OF PHARR
Pharr City Hall - First Floor Renovation
City of Pharr Project No.# 1920-40-510-C008-755
Ranking Criteria

20-07-01 Pharr City Hall - First Floor Renovation									
			Project Cost	Firm Experience / Key Personnel and Firm Stability	Proposed Subcontractor Team	References	Past Performance	Financial Strength	Total Score
Vendor	Location	Total Project Cost	40	25	7	10	9	9	100
NM Contracting		\$ 2,299,228.00	40	23	6	10	8	9	96
Rigney Construction		\$ 2,749,000.00	34	20	7	10	8	9	88
Holchemont, LTD.		\$ 2,798,000.00	33	19	7	8	8	9	84
Scoggins Construction Inc.		\$ 2,829,000.00	32	20	7	8	8	9	84
		\$ -							
		\$ -							
		\$ -							

NM Contracting, the intend offerer's best and final number is \$2,290,000.00 and 207 days.

Alternate - 1: \$37,101.00

Alternate - 2: \$22,102.00

Project total cost: \$2,349,203.00

TABULATION



Project Name: Pharr City Hall - First Floor Renovation
Owner: City Of Pharr
Project Number: 19068
Date: June 30, 2020

#	Company	Total Base Proposal Amount	Alt. No. 1	Alt. No. 2	Addenda 1	Addenda 2	# of Calendar Days	Bid Bond Received
1	NM Contracting	\$ 2,299,228.00	\$ 37,101.00	\$ 22,102.00	Yes	Yes	207	Yes
2	Rigney Construction	\$ 2,749,000.00	\$ 90,000.00	\$ 120,000.00	Yes	Yes	207	Yes
3	Holchemont, LTD	\$ 2,798,000.00	\$ 53,000.00	\$ 6,500.00	Yes	Yes	207	Yes
4	Scoggins Construction Inc.	\$ 2,829,000.00	\$ 79,000.00	\$ 15,000.00	Yes	Yes	207	Yes
5	Diaz Floors & Interiors Inc.	\$ 162,338.01	No Bid	No Bid	Yes	Yes	60	Yes
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								