

**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, DECEMBER 7, 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.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

3. PUBLIC HEARINGS:

A) **PUBLIC HEARING ON DEVELOPMENT SERVICES CASES:** *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) City Engineer's Report. (ENGINEERING)

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

- A) Approval of Minutes for November 16, 2020 Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action authorizing City Manager to advertise for bids for city wide street sweeping services. (PUBLIC WORKS)
- C) Consideration and action authorizing City Manager to advertise for bids for the Lift Station 30 Rehabilitation Project. (ENGINEERING)
- D) Consideration and action authorizing City Manager to advertise for Request for Qualification for Professional Architectural Services for 321 S. Cage Blvd. (ADMINISTRATION)
- E) Consideration and action authorizing City Manager to advertise for bids for the City of Pharr Various Parking Lot Improvements Project. (ENGINEERING)
- F) Consideration and action on Development Services Cases:
 - 1. SDI Engineering, LLC., representing Double Twin Properties, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density (R-MFHD). The property is legally described as being all of Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1200 West Hummingbird Court. **COZ#201044** (DEVELOPMENT SERVICES)
- G) PLATS:
 - 1. Pablo Soto Jr., P.E., representing Rosana Riojas, President of Rich Heritage Construction, Inc., is requesting final plat approval of the proposed Heritage Manor No. 2 Subdivision. The property is legally described as being the East 4.90 acre of the North 5 acres of the South 15 acres of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3400 Block of North Sugar Road. **SUB#180720** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

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- A) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a portion of street Right-Of-Way, being a portion of E. Sharm Dr., located between Lots 1 and 2, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. **(3rd and Final Reading)** (DEVELOPMENT SERVICES)
- B) Consideration and action, if any, on Ordinance Amending O-2020-37 Regulating Electioneering in Public or Private Property, City Owned or City Controlled Property Used as Polling Place; Providing for Compliance; Setting a Fine For Violation Thereof; Providing Severability Clause and Providing an Effective Date. **(2nd Reading)** (ADMINISTRATION)
- C) Consideration and action, if any, on Ordinance amending Sign Ordinance O-2014-14. **(1st Reading)** (DEVELOPMENT SERVICES)
- D) Consideration and action, if any, on Resolution authorizing City Manager to submit and execute a grant application to the Federal Emergency Management Agency (FEMA) for grant funding under the FY2021 Building Resilient Infrastructure & Communities (BRIC) program. (ENGINEERING)

7. ADMINISTRATIVE:

- A) Update on City Wide Drainage Master Plan. (ENGINEERING)
- B) Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$8,263.00 and final acceptance of the Hike & Bike PH 2 Utility Relocations with RDH Site and Concrete, LLC , Inc. and release of final payment and retainage in the amount of \$16,228.35. (ENGINEERING)
- C) Consideration and action, if any, on approval of Change Order No. 1 for the Annual Supply City Wide Ditch Excavation Hauling Services. (ENGINEERING)

8. CONTRACTS/AGREEMENTS:

- A) Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and the Pharr Police Department (COMMUNICATIONS)
- B) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Frontera Materials for HMAC, Cold Mix, and Caliche (Flexible Base). (PURCHASING)

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- C) Consideration and action, if any, on Lease Agreement with PTC Holdings, Inc./LEVCOR, INC. for installation of two cameras. (COMMUNICATIONS)
- D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, from the list of qualified firms, for the Design of the Veterans Rd./Hike & Bike Expansion Project (ENGINEERING)
- E) Consideration and action, if any, on sales contract for 321 S. Cage Blvd. (ADMINISTRATION)
- F) Consideration and action, if any, on second amendment to the CARES Act Interlocal Cooperation Agreement between the County of Hidalgo, Texas and City of Pharr. (ADMINISTRATION)

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

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

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

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

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

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss

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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.

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of December 2020 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 4th day of December 2020.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: November 18, 2020

MEETING DATE: December 7, 2020

FROM: Imelda Barrera, Assistant 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:

Imelda Barrera

Created/Initiated - 11/18/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 4, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation: City Engineer's Report

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
City Management Office

Created/Initiated - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

Construction Phase

- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **City Hall Remodeling**
- ☐ **Pharr Bridge Office Expansion**
- ☐ **Aquatic Facility**
- ☐ **Jones Box Park Phase II West Expansion**
- ☐ **Hike & Bike Phase 2 Utility Relocations**
- ☐ **City Wide Drainage Ditch Widening**
- ☐ **Pharr/Reynosa International Bridge Northbound Lane Expansion & 2nd BSIF Exit**

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:	381.90%
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:	City Hall Remodeling		
Engineer	City of Pharr		
Contractor	NM Contracting		
Contract Amount to Date	\$2,349,203	Contract Time (Days)	207
Notice to Proceed	7/23/2020	Contract Time Used:	64.73%

Description: A complete interior renovation of the first floor of City Hall.

Status: Construction is ongoing.

Pictures: Stairs and walls are in place.



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:	229.17%

Description:**Status:** Construction is ongoing**Pictures:** Landscaping has been layed out around the bridge office.

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:	72.55%

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: Structural forms are in place, and is ongoing.



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:	177.65%

Description: This project will consist of utility improvements.

Status: Construction is ongoing.

Pictures: Currently no activity, project has been put on hold due to acquiring discharge permit from drainage district. UPDATE: permit has been signed and project will continue as normal.



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:	153.89%

Description: This project will consist of utility relocation.

Status: Project is complete.

Pictures: Project is in the process of closing out.



CONSTRUCTION PHASE

Project Name:	City Wide Ditch Widening Project		
Engineer	Sigler Winston Greenwood		
Contractor	Saenz Brothers		
Contract Amount to Date	\$2,472,500.00	Contract Time (Days)	90
Notice to Proceed	8/10/2020	Contract Time Used:	128.89%
Description: City Wide Ditch Widening			
Status: Construction is ongoing			
Pictures: Ditch widening in front of E. Sioux Rd. and in front of Raiders Dr.			
			
			

CONSTRUCTION PHASE

Project Name:	Pharr/Reynosa International Bridge Northbound Lane Expansion & 2nd BSIF Exit		
Engineer	TEDSI Infrastructure Group		
Contractor	Jimenez Engineering Solutions		
Contract Amount	\$7,946,724.38	Contract Time (Days)	360
Notice to Proceed	9/8/2020	Contract Time Used:	24.17%
Description: The addition of a northbound truck lane, a superwide north roadway, and a new exit truck lane to the BSIF facility with new secondary inspection booths.			

Status: Construction is ongoing

Pictures: Compaction of lifts





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: November 25, 2020

MEETING DATE: December 7, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Approval of Minutes for November 16, 2020 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Minutes for November 16, 2020 Regular Called Meeting.

Financial Consideration: N/A

Staff Recommendation: Approval of minutes as attached.

Alternatives: N/A

ROUTING:

Imelda Barrera
Hilda Pedraza
City Management Office

Created/Initiated - 11/25/2020
Approved - 11/25/2020
Final Approval - 12/2/2020

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, NOVEMBER 16, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 16, 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
Criselda Rincon, Municipal Court Judge
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Oscar De Leon, Asst. Public Utilities 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
Lisa C. Salinas, 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.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION "RGVMPO" DAY

Andrew Canon, Executive Director, stated this was a reflection on the Mayor's leadership for the merger of three Rio Grande Valley Metropolitan Organizations. Mr. Canon stated Mayor Hernandez had a regional perspective of ongoing projects and it had been an effective and successful process with all regional projects. He further thanked the City Commission for recognition.

Mayor Pro Tem Carrillo read proclamation proclaiming November 16, 2020 as RGVMPO Day and presented proclamation to Andrew Canon and Mayor Hernandez

Mayor Hernandez thanked Mr. Canon and his staff for their hard work and dedication in assuring the Rio Grande Valley's needs were met

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. 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 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR NOVEMBER 2020

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 21.55% for the month compared to last year and stated the City of Pharr was 2nd place in the valley in sales tax.

November 16, 2020

Ed Wylie, Interim City Manager, reported the Lighting of the Christmas Tree event and the Ribbon Cutting of the Downtown Park would be held on Monday, November 30, 2020 at 6:00 p.m. He further stated those attending would be required to wear face masks and social distance. Lastly, Mr. Wylie stated the Food Truck area would kick off as well.

Ed Wylie, Interim City Manager, briefly reported reconstruction of Veterans Road between Rancho Blanco and Moore Road had begun and Public Works crew would continue working south.

Mayor Hernandez asked City Engineer if there were any future planning details for reconstruction of Veterans Road.

Omar Anzaldua, City Engineer, reported Veterans Road would soon be widened to a five-lane road to include two (2) lanes in each direction with a center turning lane. He further stated there would be a 10' Hike & Bike Trail adjacent to the road leading towards Santa Ana Wildlife Refuge location.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR NOVEMBER 2, 2020 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR CITY WIDE MAJOR PLUMBING ON-CALL SERVICES (PARKS)**
- C) CONSIDERATION AND ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN VALLEY VIEW ISD AND CITY OF PHARR REGARDING CONFIDENTIAL STUDENT INFORMATION (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CLOSURE OF U.S. 281 (CAGE BLVD.) FROM OLD BUSINESS 83 TO KELLY AVE. FOR THE INSTALLATION OF VARIOUS DECORATIVE TRUSSES IN FRONT OF CITY HALL BEGINNING THE WEEK OF NOVEMBER 23, 2020 (ENGINEERING)**
- E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. QUINTA REAL EVENTS, 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 LOTS 1 AND 2, SAVE AND EXCEPT THE S32' OUT OF LOT 2, SING'S**

SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2620 SOUTH GARDENIA STREET. CUP#201042

2. GABRIELA'S HEAVENLY WINGS XXIII, LLC, D/B/A WINGSTOP RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.046 OF AN ACRE, MORE OR LESS, OUT OF LOT 1, SPAMER BUSINESS PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 8001 SOUTH JACKSON ROAD, SUITE 6. CUP#170948
3. TOPGOLF USA PHARR, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 15.347 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1, TOP GOLF PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1900 BLOCK OF WEST INTERSTATE HIGHWAY 2. CUP#170846
4. EDCON, REPRESENTING MIRIAM BERENICE HERNANDEZ, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE E330'-W660'-N660' OUT OF LOT 326, 5.00 AC NET, KELLY PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 600 WEST HABITAT CIRCLE SOUTH. COZ#201043

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 by a majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting on item 6.E.4.

Ordinance No. O-2020-39 and Resolution No. R-2020-63 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A PORTION OF STREET RIGHT-OF-WAY, BEING A PORTION OF E. SHARM DR., LOCATED BETWEEN LOTS 1 AND 2, TIP-O-TEXAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (2ND READING) (DEVELOPMENT SERVICES)**

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 58 ACRES LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS (3RD AND FINAL READING) (DEVELOPMENT SERVICES)

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

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

Ordinance No. O-2020-40 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2020-37 REGULATING ELECTIONEERING IN PUBLIC OR PRIVATE PROPERTY, CITY OWNED OR CITY CONTROLLED PROPERTY USED AS POLLING PLACE; PROVIDING FOR COMPLIANCE; SETTING A FINE FOR VIOLATION THEREOF; PROVIDING SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE (1ST READING) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the amended ordinance would define designated parking areas and electioneering areas and would address some issues with intersections and driveway blockage.

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

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING OF THE 2020-2021 STRATEGIC PLAN FOR THE GREATER PHARR CHAMBER OF COMMERCE (CHAMBER)

Ed Wylie, Interim City Manager, introduced the item.

Lisa Salinas, President for Pharr Chamber and Mario Lizcano, Chariman for Pharr Chamber, presented the Strategic Plan for the Greater Pharr Chamber of Commerce. Mrs. Salinas stated the Pharr Chamber was available to help the business community by offering 180 days of free membership, which would provide resources, educate the businesses on how to engage in social media and online services.

Mario Lizcano, Chairman, thanked the City Commission for the opportunity and stated the Pharr Chamber understood the small businesses being impacted by the pandemic. He further stated they would continue to empower these businesses and continue to provide them with marketing strategies.

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

Resolution No. R-2020-64 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON DECLARATION OF CERTAIN ITEMS AND EQUIPMENT AS SURPLUS AND AUTHORIZATION FOR THE CITY MANAGER TO DISPOSE OF VIA A PUBLIC AUCTION (POLICE)

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

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF THE BORDER RESPONSE TRANSPORT VAN AS PART OF THE AWARDED 2020-STONEGARDEN GRANT #3173105 FROM SUMMIT BODYWORKS IN FT. LUPTON, COLORADO UNDER GSA #47QMCA20D000Y (POLICE)

Ed Wylie, Interim City Manager, introduced the item and stated this purchase was part of the 2020 Stonegarden grant. He stated the amount of the purchase was \$80,184 and the van was customized to meet the needs of the Pharr Police Swat Team. He further stated this was a sole source vendor and recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Guajardo seconded the motion.

Mayor Hernandez asked about the purchase of semi vehicle. Ed Wylie, Interim City Manager, stated the City needed to clarify use for seized assets funds to move forward with the purchase.

There being no further discussion, the motion was put to a vote and it carried unanimously.

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION , IF ANY, ON LEASE AGREEMENT BETWEEN SOUTHWEST VALLEY CONSTRUCTORS CO. AND THE CITY OF PHARR. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this property was underneath the Pharr International Bridge and it was being used for the Border Wall. He stated the company needed access to the property 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, AUTHORIZING THE CITY MANAGER TO AWARD CONTRACT FOR THE CITY OF PHARR INTERNATIONAL BRIDGE FACILITY EXPANSION AND RENOVATIONS PROJECT PH II (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated two (2) bids were received by the City of Pharr and recommended awarding bid to International Consulting Engineers (ICE) in the amount of \$598,000.

Comm. Medina **moved** to approve as recommended. Comm. Carrillo seconded the motion.

Mayor Hernandez clarified the project would meet all city specifications because of the difference in price between the two bids. Ed Wylie, Interim City Manager, stated all specifications were met and stated he believed the high bidder might have bid incorrectly.

There being no further discussion, the motion was put to a vote and it carried by a majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

At this time, Ed Wylie, Interim City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 12. 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 4:23 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 13. RECONVENE

The time being 4:49 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 11. LEGAL

A) CONSULTATION AND ACTION, IF ANY, WITH CITY ATTORNEY REGARDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND PHARR-SAN JUAN-ALAMO ISD FOR NATATORIUM (LEGAL)

Ed Wylie, Interim City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 14. 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 4:50 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 16th DAY OF NOVEMBER 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.

MINUTES: REGULAR CALLED MEETING
November 16, 2020

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for city wide street sweeping services.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: Not applicable

Issue: The Public Works Department is evaluating the need to replace three (3) street sweeper that are experiencing a high frequency of breakdowns, as well as down time to facilitate repairs. The current evaluation includes the capital cost for replacing the street sweepers, equipment depreciation, operation cost and maintenance cost. As an option, the City Manager has requested that staff evaluate the merits of outsourcing with a 3rd party vendor for city wide street sweeping services to determine if it is cost effective versus in-house services. Staff is proposing to solicit bids for quarterly, bi-monthly and monthly (4 times, 6 times and 12 times a year) street sweeping schedules for approximately 550 gutter line miles of roadway in the city. Project No. 2021-01-530-S008-060

Financial Consideration:

Staff Recommendation: Based on review by this office, staff is recommending that the City Commission authorize the City Manager to advertise for bids for city wide street sweeping services.

Alternatives: Continue to utilize the existing cost center model for in-house street sweeping services.

ROUTING:

Pilar Rodriguez
Pilar Rodriguez
Hilda Pedraza
Ignacio Amezcua
Patricia Rigney

Created/Initiated - 12/2/2020
Approved - 12/2/2020
Approved - 12/2/2020
Approved - 12/2/2020
Approved - 12/3/2020

Karla Saavedra
City Management Office

Approved - 12/3/2020
Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: November 23, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the Lift Station 30 Rehabilitation Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Lift Station No. 30 is over 20 years old and is in need of Rehabilitation. Project No. 2021-01-528-C002-101

Financial Consideration:

Staff Recommendation: Staff recommends authorizing City Manager to advertise for bids for the Lift Station 30 Rehabilitation Project

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 11/23/2020

Omar Anzaldua

Approved - 12/2/2020

Ignacio Amezcua

Approved - 12/2/2020

Patricia Rigney

Approved - 12/2/2020

Karla Saavedra

Approved - 12/4/2020

City Management Office

Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualification for Professional Architectural Services for 321 S. Cage Blvd.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: None

Issue: City is requesting to advertise for architectural services to remodel 321 S. Cage

Financial Consideration:

Staff Recommendation: Approval

Alternatives: Deny the request

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the City of Pharr Various Parking Lot Improvements Project.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Project will provide approximately XX additional parking stall around City Hall and various other locations. Project No. 2021-01-528-C001-374

Financial Consideration:

Staff Recommendation: Staff recommends authorizing City Manager to advertise for bids for the City of Pharr Various Parking Lot Improvements Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/2/2020

Omar Anzaldua

Approved - 12/2/2020

Ignacio Amezcua

Approved - 12/2/2020

Karla Saavedra

Approved - 12/4/2020

Patricia Rigney

Approved - 12/4/2020

City Management Office

Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: December 2,
2020

MEETING DATE: December 7, 2020

FROM: Imelda Barrera, Assistant 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:

Imelda Barrera

Created/Initiated - 12/2/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.1.

DATE SUBMITTED: December 4, 2020

MEETING DATE: December 7, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: SDI Engineering, LLC., representing Double Twin Properties, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density (R-MFHD). The property is legally described as being all of Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1200 West Hummingbird Court. **COZ#201044**

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason: n/a

Issue: SDI Engineering, LLC., representing Double Twin Properties, Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density (R-MFHD). **COZ#201044**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. The property is compatible with adjacent and nearby uses and will not result in detrimental impact to the surrounding neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

Alternatives:

n/a

ROUTING:

Iris Mata
Melanie Cano

Created/Initiated - 12/4/2020
Approved - 12/4/2020

City Management Office

Final Approval - 12/4/2020



STANDARDIZED RECOMMENDATION FORM

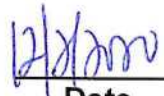
MEETING DATE: December 7, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#201144
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: October 27, 2020

1. **Applicant:** SDI Engineering, LLC., representing Double Twin Properties, Inc.
2. **Requested Action:** Re-zoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD).
3. **Nature / Intent of Request:** In order to develop and construct a 15-unit apartment complex on said property.

4. **Routing to Staff:**

A. Melanie Cano, Director	 _____ Initials	 _____ Date	☒ Approval ☐ Denial
B. Planning Staff Recommendations	 _____ Initials	<u>12-2-2020</u> _____ Date	☒ Approval ☐ Denial
C. Planning and Zoning Commission	_____ Initials	<u>11/23/2020</u> _____ Date	☒ Approval ☐ Denial
D. City Attorney	_____ Initials	_____ Date	☐ Approval ☐ Denial
E. City Manager	_____ Initials	_____ Date	☐ Approval ☐ Denial

The subject site is located on the north side of West Hummingbird Court with the physical address of 1200 West Hummingbird Court. The property is legally described as being all of Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned General Business District (C). The property along with the property to the west was zoned to Residential Multi-Family High Density District (R-MFHD) on December 03, 2002, and on January 22, 2015, the subject property was re-zoned to General Business District (C). The property to the south was re-zoned from Agricultural and/or Open Space District (A-O) and Heavy Commercial District (H-C) to General Business District (C) on June 20, 1995. The property to the east was zoned to Single-Family Residential District (R-1) on December 04, 2001 and the property to the north was zoned to Single-Family Residential District (R-1) on October 05, 1993. The property is generally designated for single-family use in the Future Land Use Plan.

The Residential Multi-Family High Density District is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be property buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Fourteen (14) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. The property is compatible with adjacent and nearby uses and will not result in detrimental impact to the surrounding neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

SDI Engineering, LLC., representing Double Twin Properties,
Inc., owners.

APPLICANT

General Business District (C)

CURRENT ZONE

1200 West Hummingbird Court

ADDRESS

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

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

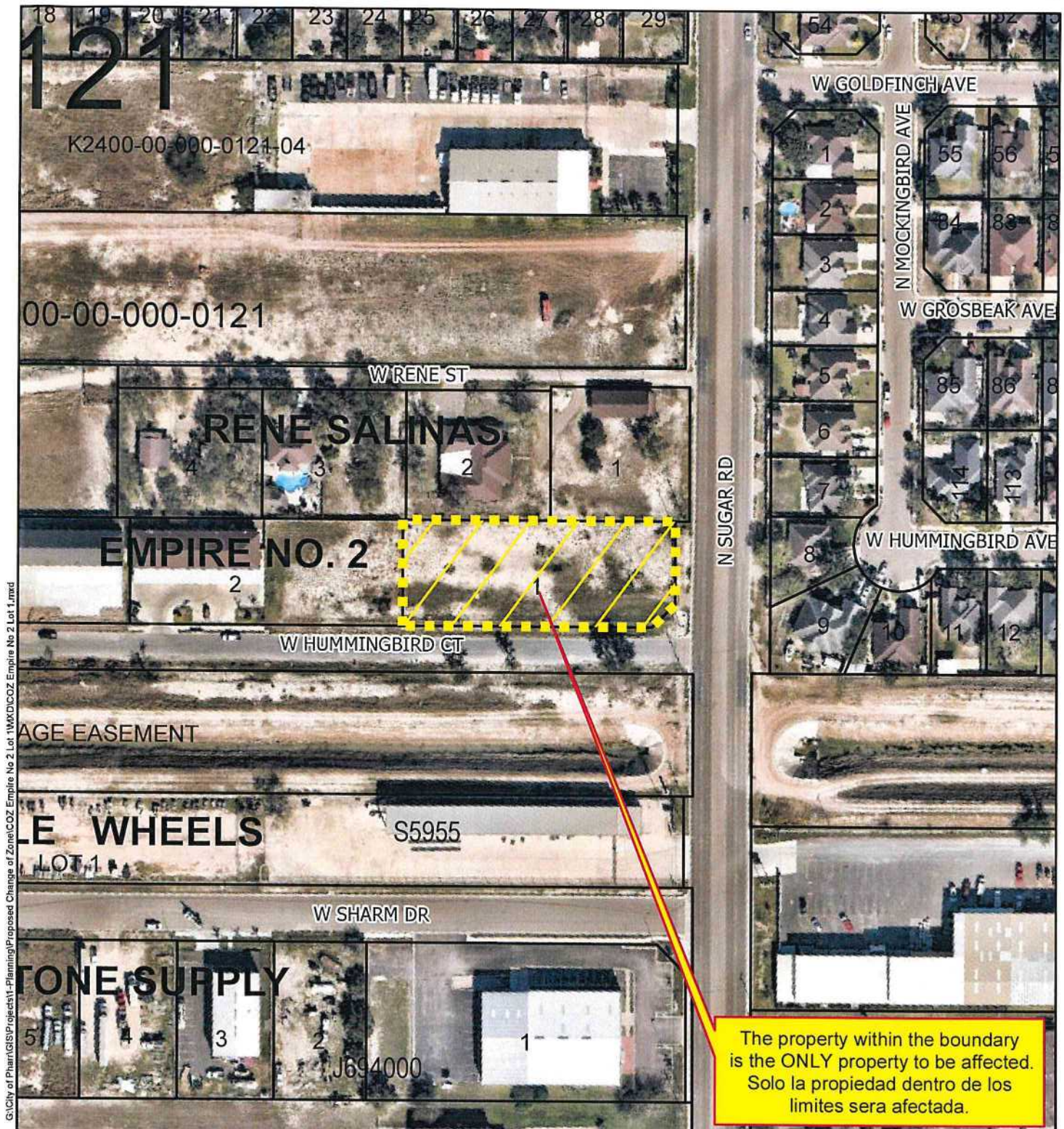
The property meets area requirements, has adequate ingress and egress, would allow for reasonable use of the property, and will promote compatibility with adjacent and nearby uses, and will not result in detrimental impact to the neighborhood character.

Della Robles, Planner I

PREPARED BY

November 16, 2020

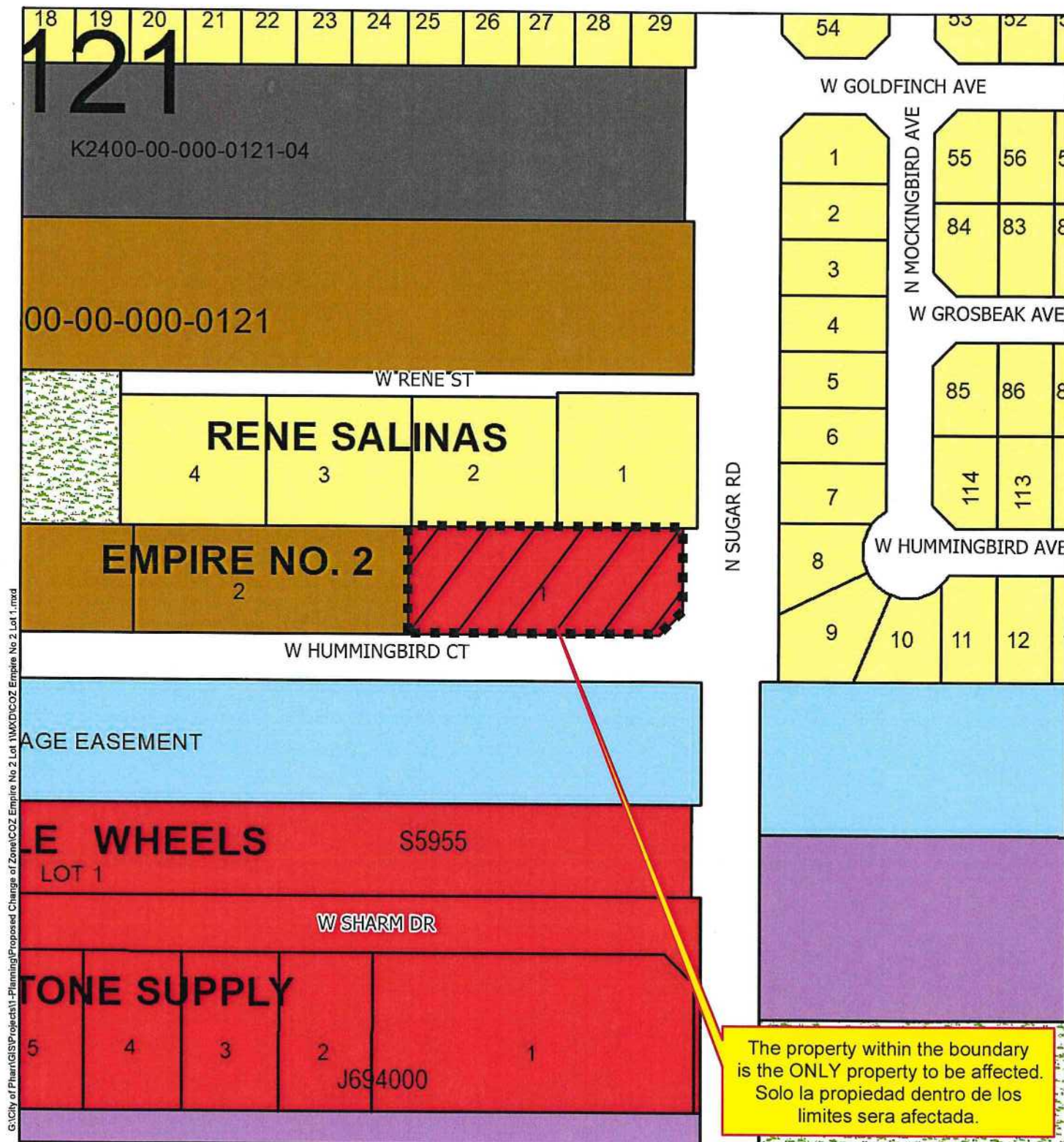
DATE



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

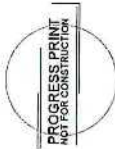
- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W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



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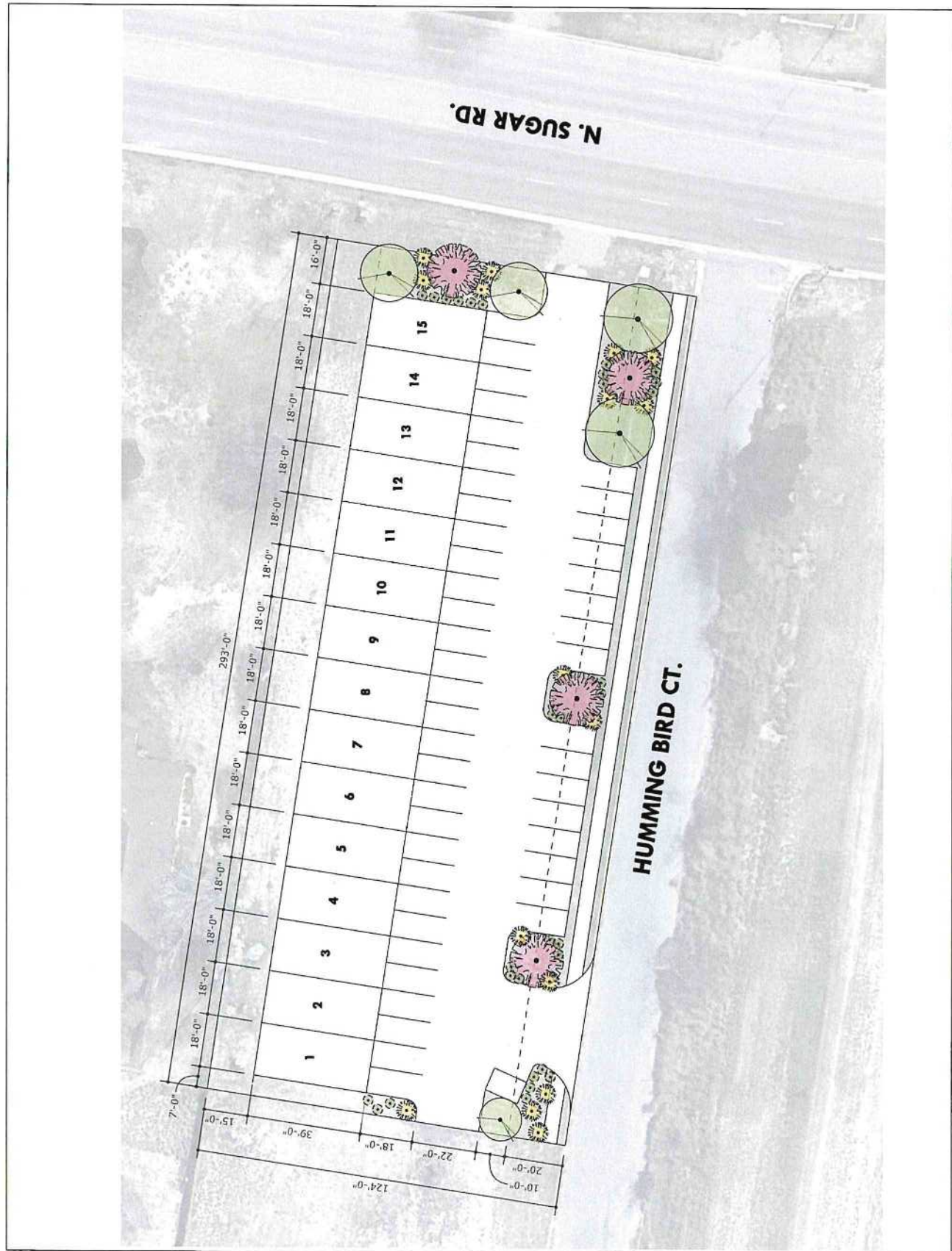
**HummingBird
Apartments**

1200 Humming Bird Ct.
Pharr, Tx

Model 950

Proposed Site Plan

000	12-14	12-25-14
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THE UNIVERSITY OF MICHIGAN LIBRARY
300 N ZEEB RD
ANN ARBOR MI 48106-1500
TEL: 734 763 7100
FAX: 734 763 7101
WWW: WWW.LIBRARY.MICHIGAN.EDU

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PROGRESS PRINT
NOT FOR CONSTRUCTION

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**Hummingbird
Apartments**

1200 Humming Bird Ct
Pharr, Tx

Proposed Site

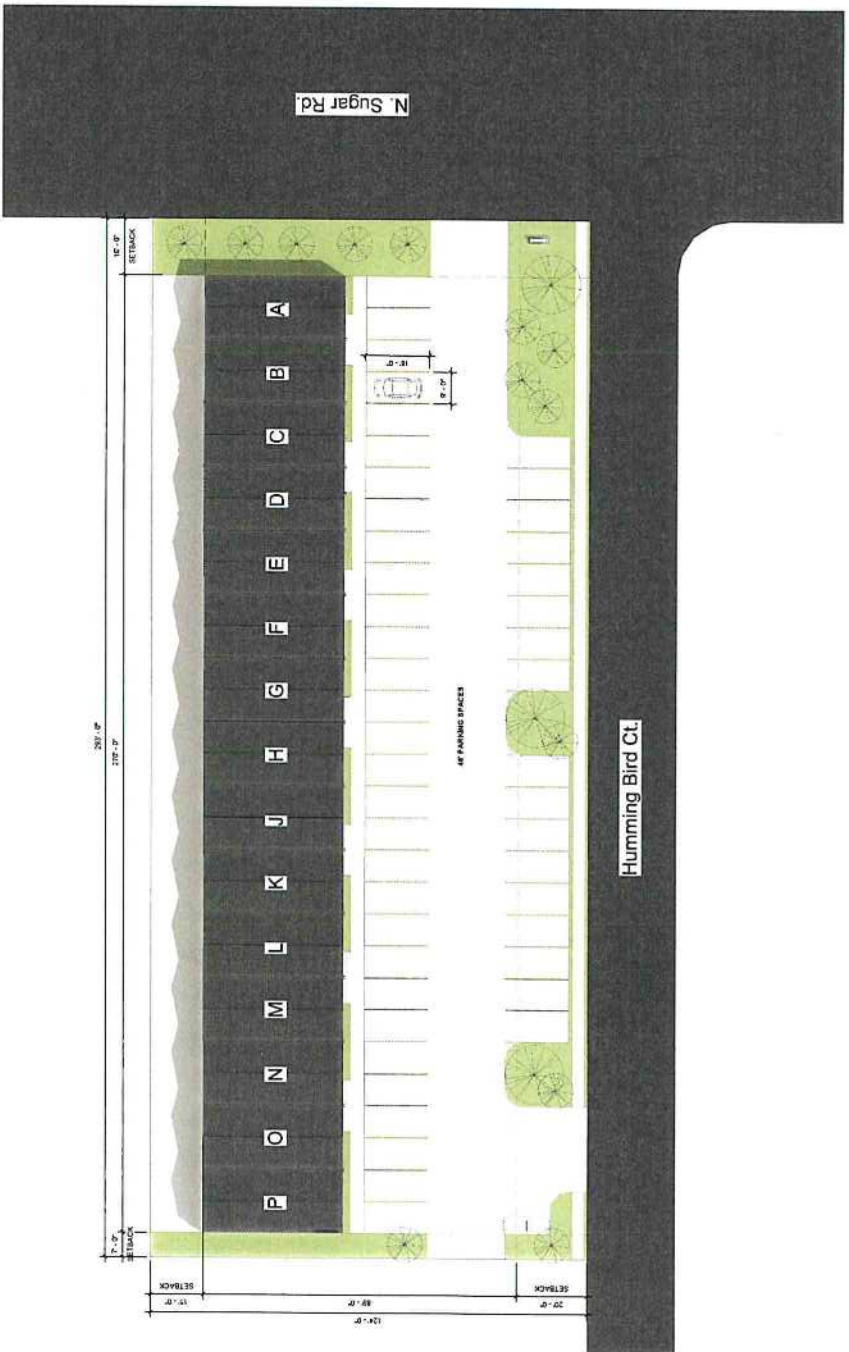
08/1/02	As indicated	12-14	100
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GENERAL SITE
PLAN NOTES:

15 UNITS
EACH UNIT - 1,261 SQ. FT.
100 PARKING SPACES



2 Front Facade



1 Proposed Site

[illegible]



PROGRESS PRINT
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	10/1/18	ISSUED FOR PERMIT
2	10/1/18	ISSUED FOR PERMIT
3	10/1/18	ISSUED FOR PERMIT
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5	10/1/18	ISSUED FOR PERMIT
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100	10/1/18	ISSUED FOR PERMIT

PROGRESS PRINT
NOT FOR CONSTRUCTION

Humming Bird
Apartments

1200 Humming Bird Ct.
Pharr, TX

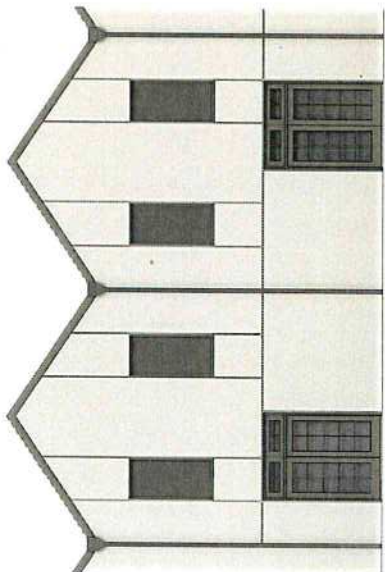
Proposed Plan and
Elevations

DATE	10/1/18
BY	ASB/10/18
PROJECT NUMBER	12-18
101	

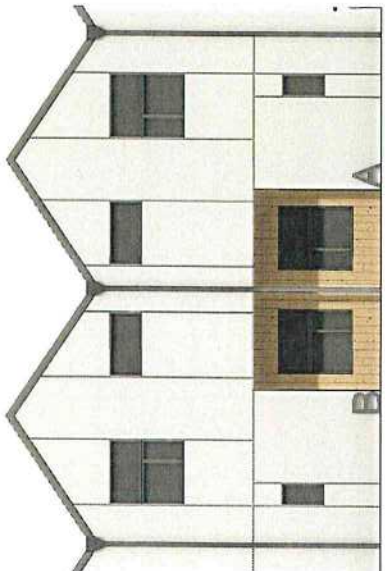
GENERAL
PLAN NOTES:

UNIT A
2 BEDROOM
2 BATH
695 SQ. FT.
1ST FLOOR -
1,321 SQ. FT.
TOTAL LIVING -
1,321 SQ. FT.

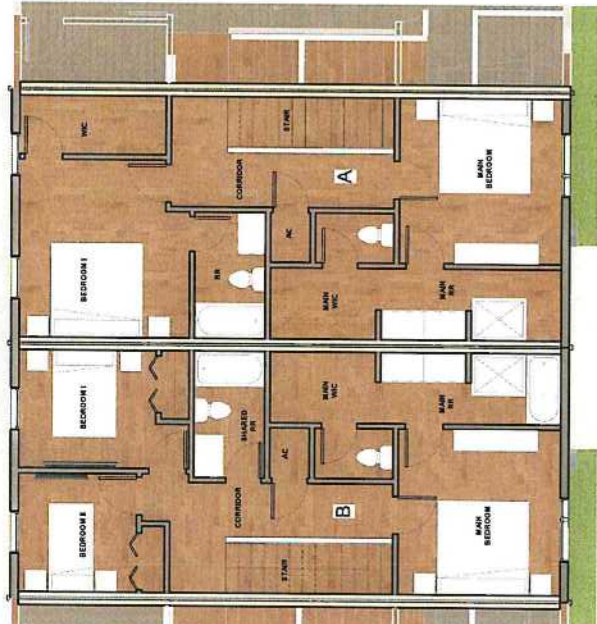
UNIT B
2 BEDROOM
2 BATH
695 SQ. FT.
1ST FLOOR -
1,321 SQ. FT.
TOTAL LIVING -
1,321 SQ. FT.



4 Proposed Unit A & B - Back Facade
Scale: 1/4" = 1'-0"



3 Proposed Unit A & B - Front Facade
Scale: 1/4" = 1'-0"



2 Proposed Unit A & B - Second Floor
Scale: 1/4" = 1'-0"



1 Proposed Unit A & B - First Floor
Scale: 1/4" = 1'-0"



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Imelda Barrera, Assistant 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:

Imelda Barrera

Created/Initiated - 12/2/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.1.

DATE SUBMITTED: December 4, 2020

MEETING DATE: December 7, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pablo Soto Jr., P.E., representing Rosana Riojas, President of Rich Heritage Construction, Inc., is requesting final plat approval of the proposed Heritage Manor No. 2 Subdivision. The property is legally described as being the East 4.90 acre of the North 5 acres of the South 15 acres of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3400 Block of North Sugar Road. **SUB#180720**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

n/a

Issue: Pablo Soto Jr., P.E., representing Rosana Riojas, President of Rich Heritage Construction, Inc., is requesting final plat approval of the proposed Heritage Manor No. 2 Subdivision. **SUB#180720**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Heritage Manor No. 2 Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Heritage Manor No. 2 Subdivision.

Alternatives:

n/a

ROUTING:

Iris Mata
Melanie Cano
City Management Office

Created/Initiated - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020



MEMORANDUM

DATE: MONDAY, DECEMBER 07, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: HERITAGE MANOR NO. 2 SUBDIVISION FILE NO. SUB#180720
--

GENERAL INFORMATION:

APPLICANT: Pablo Soto Jr., P.E., representing Rosana Riojas, President of Rich Heritage Construction, Inc., is requesting final plat approval of the proposed Heritage Manor No. 2 Subdivision.

LEGAL DESCRIPTION: The property is legally described as being the East 4.90 acre of the North 5 acres of the South 15 acres of Lot 121, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 3400 Block of North Sugar Road.

ZONING: The property is currently zoned Residential Multi-family High-Density District (R-MFHD). The adjacent zones are Agricultural Open Space District (A-O) and Heavy Industrial District (H-I) to the north, Single Family Residential District (R-1) to the east, Agricultural Open Space District (A-O) and Single-Family Residential District (R-1) to the south and Agricultural Open Space District (A-O) to the west. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Heritage Manor No. 2 Subdivision subject to the following conditions:

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

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

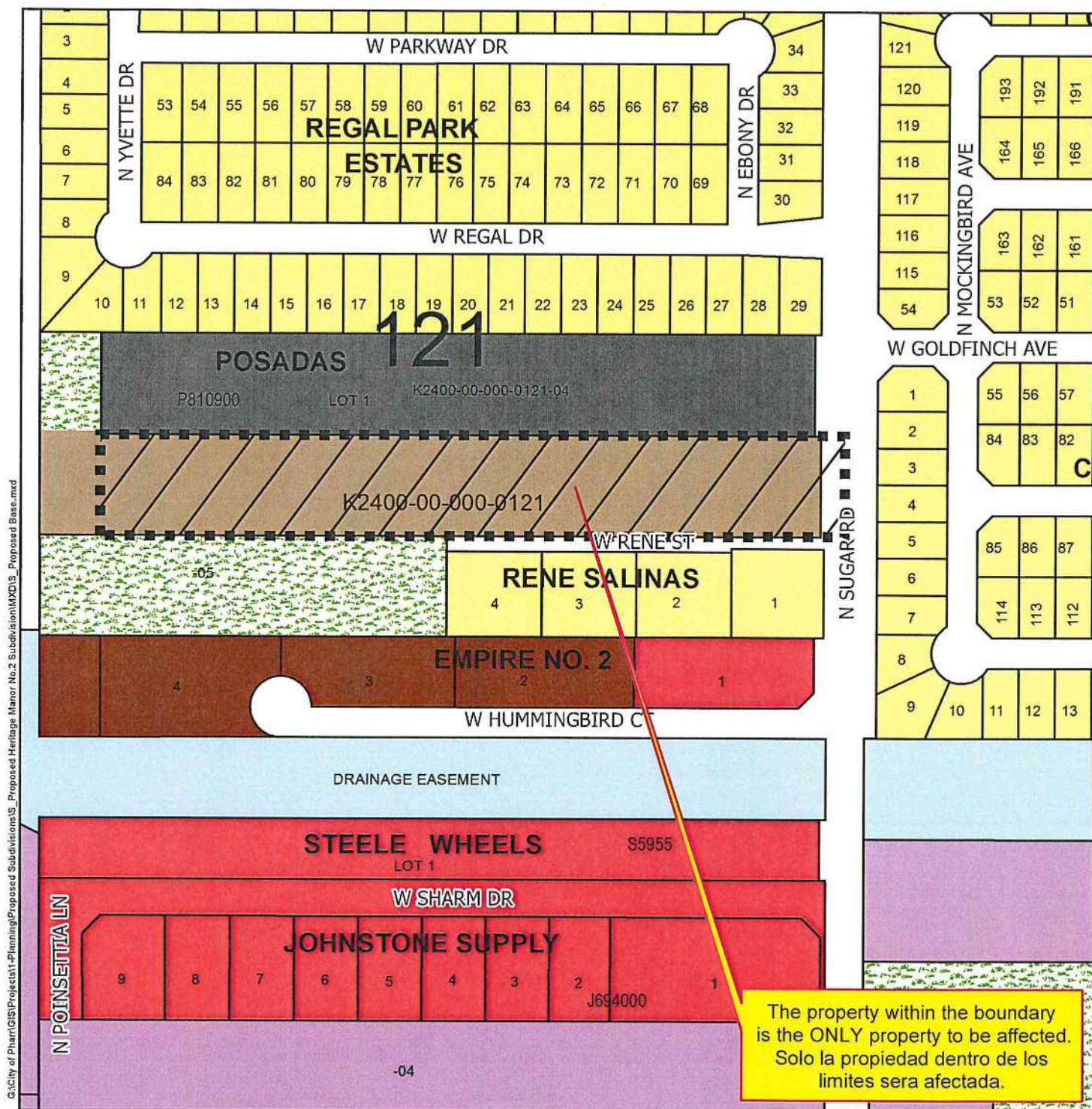
WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Heritage Manor No. 2 Subdivision.



G:\City of Pharr\GIS\Projects\Planning\Proposed Subdivisions\Proposed Heritage Manor No.2 Subdivision\MMXD13_Proposed Base.mxd

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



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

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: November 18, 2020

MEETING DATE: December 7, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a portion of street Right-Of-Way, being a portion of E. Sharm Dr., located between Lots 1 and 2, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. *(3rd and Final Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Board of Commissioners has determined that it is in the public interest that the City vacate, abandon and close a portion of a street right-of-way being a portion of E. Sharm Drive located between Lots 1 and 2, Tip-o-Texas Subdivision, Pharr, Hidalgo County, Texas.

Financial Consideration: No fiscal impact.

Staff Recommendation: Staff recommends approval

Alternatives: N/A

ROUTING:

Hilda Pedraza
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 11/18/2020
Approved - 12/2/2020
Approved - 12/3/2020
Final Approval - 12/4/2020

ORDINANCE NO. O-2020-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE APPROXIMATELY NINETEEN THOUSAND EIGHT HUNDRED (19,800) SQUARE FOOT PORTION OF STREET RIGHT-OF-WAY, BEING A PORTION OF EAST SHARM DR. LOCATED BETWEEN LOTS 1 AND 2, TIP-O-TEXAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, PHARR, HIDALGO COUNTY, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 311 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley;

WHEREAS, the Board of Commissioners of the City of Pharr has determined that it is in the public interest that the City vacate, abandon and close a portion of a street Right-of-Way being a portion of E. Sharm Dr., located between Lots 1 and 2, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas; and

WHEREAS, the legal description and the map of all the property to be vacated, abandoned and closed is set out in Exhibit "A" and "Exhibit B" attached hereto;

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

SECTION 1: That a portion of street Right-of-Way being a portion of E. Sharm Drive, located between Lots 1 and 2, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" and "Exhibit B" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

SECTION 2: 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 3: SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local and other guidelines as directed.

SECTION 4: PUBLICATION. The City Clerk shall provide for the publication of this ordinance in the Official newspaper in accordance with the City Charter.

SECTION 5: EFFECTIVE DATE. This ordinance shall go into effect when passed and approved by the Board of Commissioners following three (3) separate readings.

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



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EXHIBIT B

METES AND BOUNDS

COMMENCING AT THE SOUTHWEST CORNER OF LOT 132, KELLY PHARR SUBDIVISION,
THENCE ALONG THE WEST LINE OF LOT 132, N 8° 25' E, A DISTANCE OF 508 FEET:

THENCE: S 81° 35' E, A DISTANCE OF 50' TO THE SOUTHWEST CORNER OF THE AREA,
AND POINT OF BEGINNING:

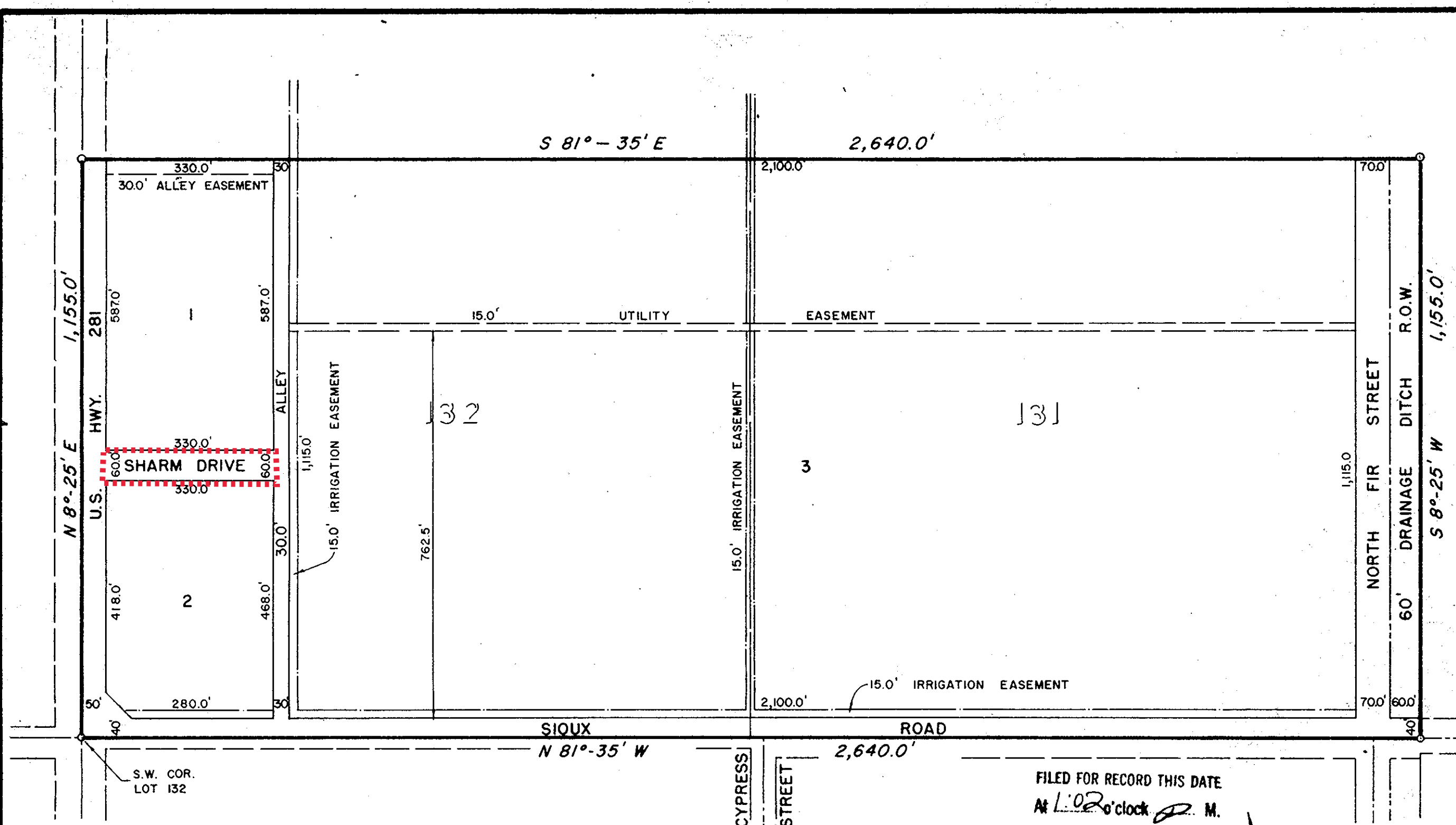
THENCE: N 8° 25' E, A DISTANCE OF 60' TO THE NORTH WEST CORNER OF THE AREA:

THENCE: S 81° 35' E, A DISTANCE OF 330' TO THE NORTH EAST CORNER OF THE
AREA:

THENCE: S 8° 25' W, A DISTANCE OF 60' TO THE SOUTH EAST CORNER OF THE AREA:

THENCE: N 81° 35' W, A DISTANCE OF 330' TO THE POINT OF BEGINNING.

Tip O'Seas Subd. 20-114



APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept
By Thos Walker
Date 5-30-78

18277 MAP OF
TIP-O-TEXAS SUBDIVISION
PHARR, TEXAS

FILED FOR RECORD THIS DATE
At 1:02 o'clock P. M.

MAY 30 1978

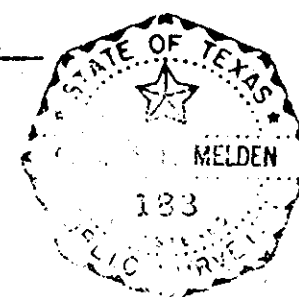
SANTOS SALDANA
County Clerk, Hidalgo County Texas
By _____ Deputy

1"=200'

BEING A RESUBDIVISION OF 70.0 ACRES OF LOTS 131 AND 132
KELLY-PHARR SUBDIVISION, CITY OF PHARR, HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
MARCH, 1978
JOB NO. 780186



STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED OWNERS OF THE LAND HEREIN DESCRIBED DO HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS DESIGNATED THEREON.

LUANN COMPANY

P. G. Shands
P. G. SHANDS
Russell D. Armstrong
RUSSELL D. ARMSTRONG

C. L. SHANDS
DOROTHY HAUSER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED P. C. SHANDES, C. L. SHANDES, RUSSELL D. ARMSTRONG, AND DOROTHY HAUSER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF May, A.D., 1976.

Sally D. Miller
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY THE CITY COMMISSION OF PHARR, TEXAS, ON THIS THE DAY OF , A.D., 19

John H. Pharr
MAYOR, CITY OF PHARR

ATTEST:

CITY SECRETARY

THIS PLAT APPROVED BY THE PHARR PLANNING AND ZONING BOARD ON THIS THE _____ DAY OF _____, A.D., 19____

Kenneth W. Walters
CHAIRMAN

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 2 ON THIS THE 1st DAY OF May A.D., 1978

APPROVED FOR RECORDING

BY
COMMISSIONERS' COURT
This the 30th May 1978
SANTOS SANCHEZ, County Clerk
Hidalgo County, Texas

PRESIDENT

ATTEST:
E. Smealey
SECRETARY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: November 18, 2020

MEETING DATE: December 7, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance Amending O-2020-37 Regulating Electioneering in Public or Private Property, City Owned or City Controlled Property Used as Polling Place; Providing for Compliance; Setting a Fine For Violation Thereof; Providing Severability Clause and Providing an Effective Date.
(2nd Reading)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is revising O-2020-37

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 11/18/2020
Approved - 11/19/2020
Final Approval - 12/4/2020

ORDINANCE NO. O-2020-____

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF PHARR, TEXAS AMENDING O-2020-37
REGULATING ELECTIONEERING IN PUBLIC AND
PRIVATE PROPERTY, CITY OWNED OR CITY
CONTROLLED PROPERTY USED AS POLLING PLACE;
PROVIDING FOR COMPLIANCE; SETTING A FINE FOR
VIOLATION THEREOF; PROVIDING SEVERABILITY
CLAUSE AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the 83rd Texas Legislature passed House Bill 259 in 2013, modifying Texas Election Code Sections 61.003 and 85.036 and requiring an entity that controls or owns a public building used as a polling location to allow electioneering on the premises subject to reasonable regulations on time, place, and matter; and

WHEREAS, recent legislative changes prohibit cities which own buildings used as polling place from restricting electioneering during early voting and election day including the posting, use of distribution of political signs or literature on municipal premises outside the 100' foot statutory election limit; and

WHEREAS, the City of Pharr recognizes the importance of a citizen's right to vote as guaranteed by the First Amendment of the United States Constitution and the Constitution of the State of Texas; and

WHEREAS, presently, the polling locations in the City of Pharr include the Jose "Pepe" Salinas Recreation Center and Development and Research Center; however, these are subject to change and may include other City owned or City controlled properties and any other public or private property used as polling place in Pharr; and

WHEREAS, these facilities are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

WHEREAS, electioneering includes the posting, use, or distribution of political signs or literature; and

WHEREAS, the City Commission of the City of Pharr, Texas hereby adopts the following electioneering regulations and finds that they are in the general public's best interests and promote public safety.

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

SECTION 1: DEFINITIONS

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

Electioneering shall mean the posting, use, or distribution of political signs or literature, including but not limited to the use of trailers, chairs, booths, tables, tents, and canopies or other furniture, structures, vehicles or devices to post, use or distribute political signs or literature.

Polling Place shall mean any property, building and grounds, wherein federal, state, or local election officials are conducting voting under the Texas Election Code and/or Home Rule Charter.

Private Property shall mean land not owned by the government or dedicated to public use. However, it does not include real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose.

Prohibited Area The area within which the Texas Election Code Section 85.036(a) prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or election day voting.

Public Property shall mean real property, streets, roadways, easements, alleys, parks, buildings and grounds owned or controlled by any public institution or taxing authority, including the City, School District, College Campus, Drainage or Irrigation District, or other governmental entity, or any property designed as a lawful polling place under the Texas Election Code.

Voting Period shall mean the advertised time certain when polls open until the polls close, or the last voter has voted, whichever is later, on Election Day, the Early Voting Period, and any Election Runoff period or day.

SECTION 2: PURPOSE

The purpose of this ordinance is to provide reasonable regulations for electioneering on public or private property, including, but not limited to, city owned or controlled public property when such property is used as a polling place. To protect the public health, safety, and welfare of the city and voters. The regulations herein are to mitigate against any safety concerns, prevent damage to public and private property, and ensure that the property is sufficiently available for its patrons who use the facilities for activities other than election purposes.

SECTION 3: REGULATIONS AND EXCEPTIONS

(a) The following regulations applies to electioneering on the premises of public or private property, including, but not limited to, City owned or City controlled property used as a polling place that occurs outside the prohibited area during the voting period:

1. It is an offense for any person to engage in electioneering on the driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling place. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked near the premises of a place.
2. It is an offense for any person engaged in electioneering to park within areas designated for voter parking. Parking at polling places during the voting period shall be reserved for individuals engaged in voting during the voting period.
3. It is an offense for any person to leave any electioneering sign or literature on property that is used as a polling place other than during the voting period. Signs may not be placed at any polling place prior to midnight the day of the voting period. Signs must be removed not later than the second day after the voting on such election or referendum occurs.
4. It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling place. Unless otherwise allowed in accordance with Section 4.
5. It is an offense for any person to place any electioneering sign or literature within ten (10) feet of the public road way adjacent to the property where a polling place is located.
6. It is an offense for any person to place more than two (2) electioneering sign(s) on the premises of a polling place that exceeds nine (9) square feet.
7. All signs must also comply with the requirements set forth in Section 259.001 of the Texas Election Code. The following notice must be written, in a clearly visible and legible font of not less than 2" letters, on each political advertising sign:

"NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE), TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY."

8. The authority to conduct electioneering on public or private property under this Ordinance is limited to the property on the premises where the voting is conducted and only for the voting period.
9. It shall be unlawful for any person to engage in electioneering on a driveway of public or private property or city owned or controlled polling place or in any area that the Fire Chief, Police Chief, or his/her designee determines is unsafe for electioneering or interferes with patrons, traffic, or City employees and staff who use the areas.
10. It shall be unlawful to obstruct firefighting or police activities on public or private property and city owned or controlled property used as a polling place.
11. Tents, awnings, booths, shelters, BBQ pits, and tables are not permitted on any public or private property, city owned or controlled property that is used as a polling place during any voting period unless authorized and in the manner authorized by the City Manager in writing.

SECTION 4: The City Manager shall be authorized to identify and designate the areas to which these regulations apply during voting periods.

SECTION 5: PENALTIES

Any person, firm, corporation or entity violating this Ordinance shall be guilty of a Class C misdemeanor, and upon conviction, shall be punished by a fine not to exceed \$500.00 per occurrence. Each and every day such violation occurs or continues shall be deemed to constitute a separate offense.

In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this Ordinance may be removed and disposed of by the entity in control of the public property.

SECTION 6: ENFORCEMENT

The provisions of this Ordinance shall be administered and enforced by the City Manager, City Clerk, a designated election officer, a code enforcement official, or any law enforcement official.

SECTION 7: PUBLICATION

That this ordinance be published in a newspaper of general circulation that serves the City of Pharr, Texas and shall be enforceable 10 days after publication.

SECTION 8: SAVINGS CLAUSE

Except as hereby amended, any provision 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 9: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall, at all times, be in compliance with state, federal, local and other guidelines as directed.

SECTION 10: EFFECTIVE DATE; PUBLICATION

The importance of the subject matter hereof creates and an imperative public necessity requiring suspension of the rule that ordinances 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.

SECTION 11: PROPER NOTICE AND MEETING

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

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

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

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

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON 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

APPROVED AS TO FORM:

PATRICIA A. RIGNEY, CITY ATTORNEY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: November 25, 2020

MEETING DATE: December 7, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item:

Consideration and action, if any, on Ordinance amending Sign Ordinance O-2014-14. **(1st Reading)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: n/a

Issue: An update to the sign ordinance is necessary to continue to promote an aesthetically pleasing, safe and functional community. This ordinance has been revised to 1) incorporate the directive we have in place relating to changeable electronic digital variable message signs, 2) provide guidelines for temporary banner signs and inflatable signs, 3) Update temporary political signs and changes to political signs within public property pursuant to Chapter 259.003 of the Texas Election Code and 4) include signage guidelines for downtown district.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives: Approve/Deny/Table

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 11/25/2020
Approved - 12/2/2020
Approved - 12/3/2020
Final Approval - 12/4/2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING ORDINANCE O-2014-21 CHAPTER 106, "SIGNS", ARTICLE II, DIVISION 1, OF THE CODE OF ORDINANCE MANUAL REGARDING SIGN DEFINITION; ADOPTION OF CHAPTER 216 OF THE TEXAS LOCAL GOVERNMENT CODE AND HIGHWAY BEAUTIFICATION ACT 23 U.S.C.A. §131; PURPOSE; OBJECTIVES, ENFORCEMENT OF ARTICLE, RIGHT OF ENTRY, RESTRICTIONS, APPEALS, NON-APPLICABILITY TO MUNICIPAL FUNCTIONS AND ACTIVITIES, PENALTIES, INTERPRETATION, INTENT, CONFLICTING PROVISIONS, REPEALING CLAUSE, SEVERABILITY CLAUSE, PUBLICATION AND ~~PROVIDING FOR AN EFFECTIVE DATE, DISPENSING WITH THREE MEETING REQUIREMENT AND DECLARING AN EMERGENCY~~

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

ARTICLE II. SIGN ORDINANCE

DIVISION 1. GENERALLY

Sec. 106-31. Adoption of Chapter 216 of the Texas Local Government Code and adoption of Highway Beautification Act 23 U.S.C.A §131

From the effective date of this Ordinance as required by law and the Pharr City charter, the city adopts for all purposes intended by law and this Ordinance Chapter 216 of the Texas Local Government Code as well as the federal Highway Beautification Act 23 U.S.C.A §131.

Sec. 106-31(a). Sign Definition

A sign is anything described in accordance with Chapter 216 of the Texas Local Government Code, Highway Beautification Act 23 U.S.C.A §131, and any device, structure, fixture or placard using graphics, symbols and/or any written copy designed to inform or attract the attention of persons for the primary purpose of identifying, providing directions or advertising any establishment, product, goods or services. The following shall be deemed to be excluded from the definition of "sign" as it applies to the regulations in this article:

- (1) Signs not exceeding two (2) square feet in area and bearing only property numbers, post box numbers, or names of occupants of premises.
- (2) Flags and insignia of any government, except when displayed in connection with a commercial promotion.
- (3) Public signs of a public or noncommercial nature, which shall include community service information signs, public transit service signs (traffic signs), public utility information signs, safety signs, danger signs, trespassing signs, signs indicating scenic or historical points of interest, and all signs erected by a public officer in the performance of a public duty.

- (3)
- (4) Integral decorative or architectural features of buildings, except letters, trademarks, moving parts, or moving lights.
 - (5) Signs which are fully located within the interior of any building or stadium, or within an enclosed lobby or court of any building, and signs located within the inner or outer lobby, court, or entrance of any theatre which are intended solely for information relating to the interior operation of the building in which they are located.
 - (6) Memorial plaques or tablets, grave markers, statues and other remembrances of persons or events that is noncommercial in nature.

Sec. 106-32. General definitions

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

Advertising sign means a sign which identifies or promotes any product, commodity, or service.

Agricultural sign means a sign which identifies the farm or ranch on which it is placed and advertising the products, crops, animals or poultry raised or quartered thereon.

Animates sign means a sign with action or motion, flashing color ranges requiring electrical energy, automatic electronically controlled copy changes, electronic or manufactured sources of supply, but not including wind actuated elements such as flags, banners or special items.

Authorized agent means an architect, builder, developer, engineer or other person empowered to act on behalf of other persons.

Beautification corridors mean the areas along U.S. Expressway 83 from "I" Road to Jackson Road and U.S. Expressway 281 from U.S. 83 to Owassa Road. Interstate Highway 2 from Veterans Boulevard ("I" Road) to Jackson Road and Interstate Highway 69-C from Interstate Highway 2 to Owassa Road.

Board means the board of adjustment of the city.

Building Frontage means the linear length of a building facing a public way or which contains a public entrance.

City manager means the city manager or his duly authorized representative, (i.e., assistant city manager, director of planning, building inspector).

District means a part, zone, or geographic area within the city within which certain zoning or development regulations apply.

Expressway corridors mean the areas along ~~U. S. Expressway 83 from Veterans Road ("I" Road) to Jackson Road and U.S. Expressway 281 from U.S. Expressway 83 to Owassa Road.~~ Interstate Highway 2 from Veterans Boulevard ("I" Road) to Jackson Road and Interstate Highway 69-C from Interstate Highway 2 to Owassa Road.

Extraterritorial jurisdiction (E.T.J) means the area extending one mile beyond the corporate limits of the city.

Gutter flow line means, in lieu of paved curb and gutter, the invisible lines to either side or the paved or used right-of-way of a road at which water will naturally flow parallel on such road.

Home occupation means a commercial use customarily carried on in the home by members of the occupant family without structural alterations to the principal building or any of its rooms; without the installation of machinery or additional equipment other than that customary to normal household operations; without the employment of additional persons; with a non-illuminated sign that is no larger than eighteen (18) inches by twenty-four (24) inches to advertise the occupation, and which does not cause the generation of other than normal noise and pedestrian and vehicular traffic.

Illuminates sign means any sign illuminated in any manner by an artificial light source.

Institutional sign means a sign which identifies a school, church, hospital or similar publicly owned building.

Nonconforming sign means any sign which does not conform to the regulations of this article.

Non-Expressway Corridor means any commercial area of the City other than the identified and approved Expressway Corridor.

Off-premise sign means a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not conducted or a product not offered or sold upon the premises where such sign is located, e.g., billboards, outdoor advertising, or offsite sign.

On-premise sign means a sign which directs the attention of the general public to a lawful use of the premises on which it is located, including signs and sign devices indicating the business transacted, services rendered, or goods sold or produced on the premises, name of the business, and name of the person occupying the premises.

Premises or site means any platted or un-platted tract or any combination of contiguous lots held under single ownership.

Sexually oriented sign means any sign which attracts attention to sexual activities, promotes sex or exposes sexually explicit parts of the body.

Building Code means that code published by the latest edition of the International Building Code, and adopted under chapter 22, article III, of this Code, and being a set of rules and regulations designed to protect the public's life, health and welfare in the built environment.

Sec. 106-33. Purpose

The purpose of this article is to permit such signs that will not, by reason of their size, location, construction, or manner of display, endanger the public safety of individuals; confuse, mislead, or obstruct the vision necessary for traffic safety; or otherwise endanger public health, safety, and morals; and to permit and regulate signs in such a way as to support and complement the land use objectives as set forth in the zoning ordinance.

Sec. 106-34. Objectives

Primary objective: The primary objective of this article is to ensure that since the Rio Grande Valley area is one of the country's foremost winter resorts, and since the city is a part of this area and wishes to attract and service the winter visitors, that what is seen is inviting and appreciated by both visitors and investors. The city has spent considerable funds in a continuing beautification program and is committed to an overall aesthetic improvement. The visual nuisance presented by an unregulated accumulation of signs within the city limits and its extraterritorial jurisdiction is not conducive to this effort

Secondary objective: This article is designed to eliminate potential safety hazards created by outdoor advertising display devices. For these reasons, the regulations set out in this article are deemed to be imperative.

Sec. 106-35. Enforcement of article; right of entry

The city manager, or his designated representative, is hereby authorized and directed to administer and enforce all the provisions of this article, and shall have the right to enter any premises for inspection purposes during reasonable hours and after reasonable notice has been given in order to ensure the enforcement of this article. This article, in conjunction with the latest edition of the International Building Code and regulations of the state department of highways and public transportation, provides the guidelines and regulations for any and all signs constructed, erected, altered, installed, relocated or renovated within the corporate limits of the city and its extraterritorial jurisdiction.

Sec. 106-36. Restrictions generally

A) No more than one (1) permanent sign shall be permitted per frontage road, except for those lots with double frontage, in which case a maximum of 2 (two) permanent signs will be permitted with at least one sign on each frontage. In the event 2 (two) front yards overlap at a corner, the area of overlap shall be designated as only 1 (one) front yard and only 1 (one) sign may be erected. This does not include exempted signs.

Commented [MC1]: Get with Roland

B) Setbacks shall be measured from the right-of-way (except where otherwise explicitly stated) to the edge of the part of the sign that is nearest the curb. No sign may project over the right-

of-way line, except projection, marquee, awning or canopy signs that are attached to a building that has been built up to the right-of-way. Those signs shall not project farther than a point located two feet back from the curb. Clearance over sidewalks for marquee, canopy and projection signs shall be nine (9) feet; ~~clearance for canopy signs shall be eight (8) feet.~~

B)

Commented [MC2]: Get with Roland

C) No site may utilize more than 3 (three) different types of signs (unless otherwise noted in the zoning district) excluding temporary and exempted signs.

D) Signs shall not create a nuisance to the occupancy or use of other properties as a result of their size, height, brightness or movement.

E) No sign shall be located within the five (5) foot area surrounding any place of pedestrian ingress or egress to a building or structure or shall be so placed as to prevent free ingress or egress from any window, door, required exit or fire escape.

Commented [MC3]: Get with Roland

F) Signs shall be in harmony with the building, the neighborhood, or other signs in the area (except when such other signs do not meet the objectives of this article).

G) No sign shall be allowed within the restricted area described as follows:

1.) All of that portion of land lying within a triangular shaped area on each street corner within the city described by metes and bounds as follows: Beginning at the precise corner of the intersection point of the curbs of each of the two streets forming each corner and extending 12 feet along each such curb line from such curb intersection point, the straight line from the ends of such 12-foot extensions, whether such land be privately owned or unpaved or un-traveled street right-of-way.

2.) Where no curbs are in existence at such street intersections, such 12-foot lines shall coincide with the central flow line of the ditches paralleling such uncurbed streets, as shall be determined by the city manager or his duly authorized representative.

H) Signs shall be designed, constructed and maintained according to the requirements of the latest edition of the International Building Code for use of materials, loads and stresses.

I) Signs exceeding fifteen (15) feet in height shall have plans sealed by professional engineer licensed to practice in the State of Texas.

J) No sign of any type shall be placed within the public right-of-way.

K) Searchlights. Searchlights may be allowed without permit on a temporary basis with the time to be anywhere between 4:00 p.m. and 10:00 p.m. The number of consecutive days when searchlights may be used is limited to 3 (three). The applicant must apply to the city manager or his duly authorized representative for permission to operate a searchlight and must comply with all other state and federal regulations pertaining to their use.

(Ord. No. 0-91-42, §6.1, 10-1-91)

Sec. 106-37. Appeals

Any person contesting any disapproval, interpretation and/or the application of any rule, standard, regulation, determination, requirement, or necessity set forth in this article shall have the right to appeal the decision to the city manager through the board of adjustment by established procedures. Such appeal shall be requested in writing within five (5) business days of the return of the denied permit application. The board shall have the jurisdiction to grant special variances from the provisions of this article where it is found, upon presentation of adequate proof, that compliance with any provisions of this article will result in an arbitrary and unreasonable taking of property or in the practical closing or elimination of any lawful business, or a substantial financial hardship or inequity, in any case without sufficient corresponding benefit or advantage to the city and its citizens in terms of accomplishing the objectives of this article as set forth herein. The board of adjustment may permit such modifications of the requirements of this article as may be found necessary to avoid inconvenience arising because of the location of existing structures or of topography and is hereby authorized to grant such variances in accordance with the following restrictions:

- 1.) Setback, effective area (face), and height of detached on-premises signs may be decreased or increased as much as 10 (ten) percent.
- 2.) The number of permanent signs on any premises may be increased by not more than one (1).
- 3.) No variance shall be granted past the termination date established pursuant to that provision which permits the continuance of any nonconformity.

In no case may the board authorize a private sign on or over public property unless specifically authorized by this article. (~~Ord. No. 0-91-42, § 7.1, 10-1-91~~)

Cross-reference • Zoning, app. A

Sec. 106-38. Interpretation, intent

In interpreting and applying the provisions of this article, or any amendments thereto, they shall be held to be minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this article or any amendment thereto to interfere with or abrogate or annul any easements, covenants or other agreements between parties, or any statute, local ordinance or regulations, except that if this article or any amendment thereto imposes a greater restriction, or higher standard, this article or any amendment thereto shall control.

(~~Ord. No. 0-91-42, § 7.6, 10-1-91~~)

Sec. 1.06-39. Conflicting provisions

Whenever the requirements of this article are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

(~~Ord. No. 0-91-42, § 7.3, 10-1-91~~)

Seces. 106-40- 106-60. Reserved

DIVISION 2. TYPES; CLASSIFICATIONS

Sec. 106-61. Sign types

The various types of signs regulated by this article are hereby defined as follows:

Accessory sign means a sign that is incidental to the effective operation of the enterprise to which it pertains, and is not intended to serve as the primary identification of the premises and does not attract the attention of passersby for the purpose of advertising a product or service available therein.

Banner sign and Banner Flag Pole means any temporary sign intended to be hung either with or without frames, characters, letters, illustrations or ornamentations applied to paper, plastic, or fabric of any kind. **Banner signs or flags are not intended to be used as a permanent sign.** National flags, flags of political subdivisions, and symbolic flags of any institution or business shall not be considered banners for the purpose of this article.

~~*Banner Flags* mean a temporary flag or other piece of cloth bearing a symbol, logo, slogan, characters, letters, illustrations, ornamentations or other message to be hung with frames either vertical or horizontal.~~

Bench sign means a sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Billboard sign means any flat surface erected on a framework or on any structure, or attached to posts and used for, or designed to be used for, the display of bills, posters, or other advertising material, for the purpose of advertising a business, organization, event, person, place, or thing not located on the same premises as such advertising material, with one or two parallel and directly opposite signs with their faces oriented in opposite directions and spaced not more than ten (10) feet apart (see definition of off-premises signs, section 106-32).

Canopy sign means a sign that is hung, affixed, or suspended beneath an awning or canopy and is intended to identify a business, product or service primarily for the benefit of pedestrian traffic. A canopy is defined as being a structure, not including a carport, either attached to or detached from any existing structure, having no side walls, consisting of a roof with support columns or posts and being constructed of non-combustible materials to be used solely for the purpose of providing shade and/or for the purpose of providing protection for gasoline and fuel dispensing equipment. For the sake of this article, this definition shall also include canopies used for the purpose of shade and/or protection over a public right-of-way, and further defined as a structure projecting from, extending beyond, and supported by a building.

Changeable copy sign means a sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or the surface of the sign. This does not include those signs having automatic electronically controlled copy changes.

Construction sign means any temporary non-illuminated sign giving the name of architects, engineers, builders, or contractors and lending institutions responsible for construction on the site where the sign is placed, together with other information included thereon.

Changeable electronic digital variable message sign, CEDVMS (Digital LED Signs) means an electric sign which permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. A changeable electronic variable message sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

Director sign means a sign on which the names and location of occupants or the use of a building is given. This shall include office buildings, church directories, and shopping malls.

Ground or pole sign means any sign which is supported by structures or supports in or upon the ground and independent of support from any building, for the purpose of directing attention to the general public to a lawful use of the premises on which it is located and which will not include a billboard sign. (See definition of on-premise sign in section 106-32).

Home occupation sign means any non-illuminated sign that is no larger than eighteen (18) inches by twenty-four (24) inches, indicating the name of the occupant and/or occupation of a customary home occupation as defined in this article.

Marquee sign means any sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

Monument sign is a ground sign generally having a low profile with little or no open space between the ground and the sign and having a structure constructed of masonry, limestone, stucco or materials similar in appearance as approved by the building official.

Political sign means any sign that contains primarily a political message on a temporary basis.

Portable sign means a movable sign that is not attached to a permanent support, or building, designed to be temporary and mobile. This definition includes signs attached to trailers, but does not include signs permanently placed on the sides of motor vehicles.

Projecting sign means any sign other than a wall sign affixed to any building or wall whose leading edge extends beyond such building or wall.

Real Estate sign means any temporary sign which is used to offer for sale, lease, or rent the property upon which the sign is placed. No permit is required if the sign has an area of

thirty-two (32) square feet or less.

Roof sign means any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

Snipe sign means any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public or private property.

Street banner sign means any temporary banner sign which is stretched across and hung over a public right-of-way.

Subdivision sign means a non-illuminated sign located on the property to be subdivided or recently subdivided.

Temporary sign means any sign not on a permanent foundation, the life of which does not extend beyond that specified for certain uses in this article, such as construction, real estate, political, portable and trailer signs.

Trailer sign means any sign mounted on a vehicle normally licensed by the state as a trailer and used for advertising or promotional purposes.

Wall sign means any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building and supported by such wall or building and which displays only one advertising surface.

Window sign means any sign affixed or attached to the interior or exterior of a window, not to exceed in size and surface of the window area.

~~(Ord. No. 0-91-42, § 7.3, 10-1-91)~~

Sec. 106-62. Sign Classifications

A) Permitted signs. Except as otherwise provided in this article, permitted signs shall be as enumerated in D-division 5 of this article, signs permitted by zoning districts.

B) Exempted signs. The following signs shall not require permits under this Article: All signs defined in section 106-31; and:

- 1.) Temporary banner signs three (3) feet or less in width and height.
- 2.) Home occupation signs as allowed by the zoning ordinance.
- 3.) Temporary political signs.
- 4.) Temporary real estate signs having thirty-two (32) square feet or less of face area.
- 5.) Window Signs
- 6.) Construction Signs

7.) ~~Signs placed on the side of motor vehicles, unless the vehicle is used as a stationary sign support.~~ Signs that are displayed on motor vehicles that are being operated or stored in the normal course of a business, such as signs indicating the name or the type of business, excluding all banners, that are located on moving vans, delivery trucks, trailers or other commercial vehicles are permitted; but only if the primary purpose of such vehicles is not for the display of the signs thereon, and only if such vehicles are parked or stored in areas appropriate to their use as commercial or delivery vehicles, such as service areas or locations close to the business building away from public traffic areas. Non-working stationary vehicles are prohibited.

8.) Signs directing and guiding traffic and parking on private property, but bearing no advertising matter. A sign containing the word "parking" at any parking lot where any person is charged any fee or other monetary consideration for parking shall be considered an advertising sign, not a private traffic directional sign.

9.) ~~Yard sale signs: Garage/Yard Sale signs: provided, that no person shall attach in any way posters, notices or advertisements to utility poles, meter posts, or trees in or along any street right-of-way within the city, and that no person without having first obtained the consent of the owner of such property. The maximum time limit for all yard sale or home sales signs is seven (7) consecutive days.~~ Garage/yard sale signs are permitted only on private property on which the garage/yard sale is being conducted. Such signs are permitted no more than 12 hours prior to a sale and must be removed immediately after such sale. No person shall attach in any way posters, notices or advertisements to utility poles, meter posts, or trees in or along any street right-of-way within the city.

10.) Gasoline price signs attached to a permanent fixture or structure not exceeding a total area of twelve (12) square feet.

11.) Signs not exceeding three (3) square feet in area attached to gas pumps or gas pump canopies that are informational or directional and do not contain advertising matter.

12.) Street banner signs hanging over a public right-of-way for a limited time with permission from the city manager.

C) *Prohibited signs.* It shall be unlawful to erect or maintain any sign which is not included under the types of signs permitted in district regulations. Prohibited signs within the corporate limits of the city and its extraterritorial jurisdiction (E.T.J.) include, but are not limited to, the following:

1.) Any signs which resemble an official traffic sign or signal which bear the words "stop," "go slow," "caution," "danger," "warning" or similar words, and which were not placed by proper governmental authority.

2.) Signs which by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed to be a *traffic* control sign, signal, or device, and which were not placed by proper governmental authority, or the light of an

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emergency or road equipment vehicle, or which hide from view any traffic or street sign, signal or device.

- 3.) Signs placed on trees, rocks or utility poles.
- 4.) Signs that block other signs, fire escapes, doors and windows.
- ~~4.)~~ —
- 5.) Signs which emit sound, smoke or steam.
- 6.) Signs erected or placed within the public right-of-way shall be removed.
- 7.) It shall be unlawful to erect or maintain any off-premise sign(s), unless they are maintained under the provisions in section 106-62(G).
- 8.) Signs painted on rooftops.
- 9.) Portable or Temporary digital LED or projection advertising signs.
- 10.) Ground pole signs made of any type of combustible material, (plywood, wood posts, etc..)
- 11.) Vehicle signs except as permitted in section 106-62 B (7).
- 12.) Signs containing manual change copy or CEDVMS which are greater than thirty (30) percent of the allowable sign area.

Note: Those existing signs attached to a building or canopy which project into or hang over the public right-of-way shall be allowed to remain; however, they must comply with the latest edition of the International Building Code. Such signs when hung from a marquee or canopy shall be at least eight (8) feet at the lowest level above the sidewalk or ground level. Signs shall not extend outside the line of the canopy. Signs shall not extend more than six (6) feet above or eighteen (18) inches below the canopy and under no circumstances shall the sign have a vertical dimension greater than eight (8) feet.

D) Temporary signs.

- 1.) *Temporary construction signs:* Temporary construction signs shall be permitted on the site of approved projects or developments. Temporary construction signs may be erected and maintained for a period of thirty (30) days prior to commencement of construction and shall be removed by the owner within fifteen (15) days after completion of building on the site. One construction sign for each street frontage of a construction project, not to exceed 24 square feet in sign area in residential zones or 64 square feet in sign area in all other zones.
- 2.) *Temporary real estate signs:* One (1) non-illuminated real estate sign per lot per street frontage, not to exceed 32 square feet in sign area. Such signs must be removed 15 days following sale, rental or lease.

~~3.2.)~~ **Temporary development signs:** One (1) development sign for each street frontage of a development site not to exceed 32 square feet in sign area in residential zones or 450 square feet in sign area in all other zones. Such signs must be removed upon completion of the development.

3.) Temporary political signs: Temporary political signs may be placed in all zoning districts; however, such signs may not be placed in the public right-of-way. Such signs shall be removed within fifteen (15) days following the election for which the sign is posted. ~~This section is subject to Section 106-62(C)(B) as stated herein, and § 259.003 of the Texas Election Code.~~ **This section is pursuant to Chapter 259 of the Texas Election Code.**

A) All signs must also comply with the requirements set forth in Section 259.001 of the Texas Election Code. The following notice must be written, in a clearly visible and legible font of not less than 2" letters, on each political advertising sign:

"NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE), TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY."

~~4.)~~

~~5.4.)~~ **Temporary real estate signs:** Temporary real estate signs shall be located only upon the premises for sale, lease, or rent. Such signs may be erected no more than thirty (30) days prior to ~~construction, and construction and~~ shall be removed within fifteen (15) days following the sale or lease of the premises upon which the sign is located. **Temporary real estate signs: One (1) non-illuminated real estate sign per lot per street frontage, not to exceed 32 square feet in sign area. Such signs must be removed 15 days following sale, rental or lease.**

~~5.5.)~~ **Temporary portable and trailer signs:** Temporary portable signs and trailer signs shall be limited to one (1) such sign per business in the N-C neighborhood commercial, C general business, H-C heavy commercial, L-I limited industrial, and H-1 heavy industrial districts. Portable signs shall be permitted once a month for a period of up to seven (7) consecutive days within any calendar month and shall be removed immediately upon the expiration date of the permit. There shall not be more than twelve (12) permits for temporary business signs issued for the same premises within one (1) calendar year. No portable sign shall be placed in a parking space on a lot on which, according to the city zoning ordinance, the required number of parking spaces is not provided. Temporary portable signs and trailer signs, if illuminated, shall be connected to a direct power source (G.F.C.I. required) within a three-foot (3') radius of the sign.

~~7.-6.)~~ **Temporary commercial banner signs and commercial banner flags:** ~~Temporary banner signs shall be allowed. Banner signs, not exceeding three (3) feet in width, used to attract attention to new residences or businesses shall not require a permit. Banner signs exceeding three (3) feet in width may be used with permission of the city manager or duly authorized representative and shall require a permit.~~ **Temporary commercial banner**

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signs and commercial banner flags shall be allowed. All such signs shall be permitted for a period not to exceed sixty (60) consecutive days after which the signs shall be removed and not be replaced for a period of six (6) months. Commercial banner signs having a width and length of more than three (3) feet require a permit. Commercial banner signs having a width and length of three (3) feet or less used to attract attention to new residences or businesses shall not require a permit. ~~Commercial banner signs exceeding three (3) feet in width and length may be used with permission of the city manager or duly authorized representative and shall require a permit.~~

A) A temporary commercial banner sign:

- 1.) Shall be in good repair;
- 2.) Shall have a maximum height of 10 feet and maximum width of 15 feet.
- 3.) Shall have the permit number conspicuously posted in the lower right hand corner of the banner;
- 4.) Shall advertise only the name of, uses of, or goods or services available within the building or tenant lease space to which the sign is attached;
- 5.) Shall be mounted parallel to the face of a building or permanent structure;
- 6.) Shall not be located within public road right-of-way of the State of Texas or the City of Pharr;
- 7.) Shall not obstruct any window, door, stairway, or other opening intended for ingress or for needed ventilation or light.

B) A temporary commercial banner flag:

- 1.) Shall be in good repair;
- 2.) Shall have the permit number conspicuously posted in the lower right hand corner of the flag;
- 3.) Shall advertise only the name of, uses of, or goods or services available within the building or tenant lease space to which the sign is attached;
- 4.) Shall not be located within public road right-of-way of the State of Texas or the City of Pharr;
- 5.) Shall not obstruct any window, door, stairway, or other opening intended for ingress or for needed ventilation or light.

8.) 7.) Temporary inflatable signs: The temporary display of inflatables is permitted for a maximum period of fifteen (15) days per calendar quarter per platted lot provided they are not placed within the parking lot or in an area that blocks the view of oncoming traffic. Inflatables shall be limited to a height of fifteen (15) and a width of ten (10) feet for the inflatable device, not to include the height of any building or structure on which it might be placed. Temporary inflatable signs, if illuminated, shall be connected to a direct power source (G.F.C.I. required) within a three-foot (3') radius of the sign.

- E) Abandoned signs:** Except as otherwise provided in this article, any sign that is located on property which becomes vacant and is unoccupied for a period of three (3) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of six (6) months or more. An abandoned sign is prohibited and shall be removed by the owner of the sign, owner of the premises, or the city manager after written notice has been served.
- F) Unsafe signs:** Should any sign become insecure or in danger of falling or otherwise unsafe in the opinion of the city manager, the owner thereof, or the person maintaining such sign, shall upon written notice from the city manager or duly authorized representative, forthwith in the case of immediate danger and in any case within ten (10) days, secure such sign in a manner to be approved by the city manager, in conformity with the provisions of this article, or remove such sign. If such order is not complied within ten (10) days, the city manager shall remove such sign at the expense of the owner or lessee thereof.
- G) Nonconforming signs.** Allowing nonconforming signs to remain in place indefinitely hamper a primary function of this article of improving the appearance of the community through sign control. For any nonconforming sign requiring removal, the city shall reimburse the owner according to the provisions of state law (H.B. 1330).

H.) ~~H.)~~ Political Signs within Public Property or Private Property used as a polling location: Place or cause to be placed on public property any sign not expressly authorized by the public entity controlling said property. No political candidate signs or political issue signs shall be placed on public or private property used as a polling place that is owned and/or controlled by the city except as provided in this subsection. Notwithstanding the foregoing, no more than two political signs, whether by individual candidate, political slate, and/or political issue signs of not more than nine square feet each may be placed in the areas designated for the placement of such signs on public or private property near the entrance to polling places designated for voting in the election for which the signs are placed. Signs placed pursuant to this subsection may not be placed at any polling location prior to midnight the day of the voting period and shall be removed not later than the second day after the voting on such election or referendum occurs. This section applies to private property when used as a polling place. Signs placed pursuant to this subsection may not be placed in the right-of-way and must otherwise comply with Chapter 259 of the Texas Election Code. Place or cause to be placed on public property any sign not expressly authorized by the public entity controlling said property. No political candidate signs or political issue signs shall be placed on public property owned and/or controlled by the city except as provided in this subsection.

Notwithstanding the foregoing, no more than two political signs, whether by individual candidate, political slate, and/or political issue signs of not more than nine square feet each may be placed in the areas designated for the placement of such signs on public property near the entrance to polling places designated for voting in the election for which the signs are placed. Signs placed pursuant to this subsection may not be placed at any polling location prior to midnight the day of the voting period and shall be removed not later than the second day after the voting on such election or referendum occurs. Signs placed pursuant to this subsection may not be placed in the right-of-way and must otherwise comply with state law.

- 1) All signs must also comply with the requirements set forth in Section 259.001 of the Texas Election Code. The following notice must be written, in a clearly visible and legible font of not less than 2" letters, on each political advertising sign:

"NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE), TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY."

Note: No nonconforming sign shall be repaired or renovated where the effect of such repair or renovation shall be to enlarge or increase the structure of the nonconforming sign. For the purposes of this section, normal maintenance shall not be considered to be repair or renovation.

I) Changeable Electronic Digital Variable Message Sign (CEDVMS)

- A) CEDVMS signs may be located on either side of a roadway; however, each sign must only be visible from one direction of travel.
- B) Every message or picture display must remain static for eight (8) seconds and must accomplish a change in display within two (2) seconds or less.
- C) A change of message must occur simultaneously on the entire sign face.
- D) Safety: A CEDVMS sign shall:
 - 1.) The sign must contain a default mechanism that freezes the sign in one position if a malfunction occurs.
 - 2.) The maximum brightness of the sign shall not exceed 5,000 nits (candelas per square meter) during daylight hours and 500 nits (candelas per square meter) between dusk to dawn. The sign must have an automatic dimmer control which produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise. User must submit documentation of this capability and compliance with sign permit application. The illumination of the sign must remain constant under all lightning conditions and must comply with state regulations.
 - 3.) A sign that is proposed adjacent to a thoroughfare with a posted speed limit of

less than 55 MPH and is proposed within 1,500 feet of a traffic signal or driveway entrance, may require a traffic safety study, indicating that no negative traffic or safety hazards will result from the CEDVMS sign.

E) Owner responsibilities:

- 1.) The owner and operator of the sign must agree to cooperate with the chief of police or emergency management coordinator to voluntarily display amber alerts and other emergency community notifications as deemed necessary.
- 2.) The sign owner shall provide to the building official contact information for a person who is available to be contacted at any time and who is responsible for the sign operation and programming.
- 3.) If the building official finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within twelve (12) hours of a request by the building official, shall reduce the intensity of the sign to a level acceptable to the building official.

F) Prohibitions; A CEDVMS sign shall not:

- 1.) The CEDVMS shall not display a message or picture that scrolls, fades, blinks, bursts, flashes, travels, or by any other means that does not provide constant illumination. Colors shall not include the red, yellow or green color spectrum used for traffic control devices.
- 2.) No signs may be of such intensity or brilliance as to interfere with the effectiveness of an official traffic sign, device or signal. Signs shall not produce glare or other lighting nuisances.
- 3.) This section does not authorize off-premise advertising, e.g., a mobile sign located on a truck or trailer.

G) CEDVMS sign is limited to thirty (30) percent of the allowable sign area.

~~(Ord. No. 0-91-42, §2.4, 10-1-91)~~

Sec. 106-63-106-85. Reserved

DIVISION 3. COMPLIANCE WITH CODES AND STANDARDS

Sec. 106-86. Compliance required

All signs hereafter erected shall comply with all applicable provisions of this article, with the latest edition of the International Building Code relating to structural design, and to the latest edition of the national electrical code for applicable components and installation and to the auxiliary

specifications set forth in this article.

~~(Ord. No. 0-91-42, §3.1, 10-1-91)~~

Sec. 106-87. Auxiliary specifications

- 1.) *Obstruction to exits.* No sign shall be erected so as to obstruct any fire escape, or required exit, window, or door opening intended as a means of egress.
- 2.) *Obstruction to ventilation.* No sign shall be erected which interferes with any opening required for ventilation.
- 3.) *Clearance from electrical power and communication lines.* Signs shall maintain all clearances from electrical conductors in accordance with the city electrical code and from all communications equipment or lines located within the city.
- 4.) *Clearance from surface and underground facilities.* Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for water, sewage, gas, electricity, or communications equipment or lines. Furthermore, placement shall not interfere with natural or artificial drainage or surface or underground water.
- 5.) *Drainage.* The roofs of canopies exceeding twenty-five (25) square feet shall be drained to prevent dripping onto neighboring property, public sidewalks or streets.

~~(Ord. No. 0-91-42, §3.2, 10-1-91)~~

Sec. 106-88. Structural and design requirements

- 1.) *Design and stress diagrams.* Before a permit shall be granted, the erector of every outdoor advertising sign, with the exception of temporary signs, shall submit to the city manager or duly authorized representative a design and stress diagram or plan containing the design and stress specifications for such design.
- 2.) *Wind pressure.* All outdoor advertising displays shall be constructed to withstand the wind pressure as specified by the current edition of the International Building Code.
- 3.) *Plastic materials.* All outdoor advertising displays using plastic materials, wholly or partially, shall comply with specifications stipulated in the current edition of the International Building Code.
- 4.) *Measurement of sign area.* The size of a sign shall be measured from the outside dimensions of the sign and frame. A sign may have one (1) or more display faces, unless otherwise specified. For off-premises signs which are double-faced, each face is considered a separate sign in computing the face area. For on-premises signs which are double-faced, each face is considered a separate sign in computing the face area if each face is advertising a different business on the property. If the face area of an on-premises sign is identical on both sides, then the face area is computed by measuring one (1) side only.
- 5.) *Setbacks.* For purposes of this article, setbacks shall be measured from the outside frame

of the sign if the sign face is parallel to the property line. Setbacks are determined according to the type of sign and the zone in which the sign is to be located; (see signs permitted by zoning districts, Division 5 of this article). Under no circumstances shall a private sign be allowed to project into a public right-of-way unless otherwise authorized by this article.

~~(Ord. No. 0-91-42, §3.3, 10-1-91)~~

Sec. 106-89. Jurisdiction of state department of transportation

All signs, other than those placed by the state, within the city and its extraterritorial jurisdiction, which are controlled by the state, shall comply with standards and requirements as set down by the state department of transportation, or the city, whichever is the more restrictive. This includes but is not limited to signs within the highway right-of-way, public parks, public playgrounds or scenic areas, interchanges and intersections.

~~(Ord. No. 0-91-42, §3.4, 10-1-91)~~

Sec. 106-90. Inspections

To assure compliance with this article, the city manager or duly authorized representative shall have the right to enter any premises for inspection purposes during reasonable hours and after reasonable notice has been given at intervals as required. Also, the city manager, upon notification of the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or the placement of the sign or shall notify the permit holder or the agent wherein the sign fails to comply with this article.

- 1.) *Foundation inspection.* A foundation inspection *is required of* all permanent outdoor advertising displays constructed of block or brick or for which footings are required. Such inspections shall be made after trenches are excavated and any reinforcing steel is in place and prior to the placing of concrete.
- 2.) *Setbacks inspection.* A *setback* inspection *is required of* all *signs*, permanent and temporary. Setbacks shall be inspected at the time the foundation inspection is made for permanent signs and prior to the placing of concrete and after placement for temporary signs.
- 3.) *Electrical inspection.* An electrical inspection is required of all illuminated signs. All electrical work shall be done by a master, licensed electrician. It shall be the responsibility of the electrician to call for the required inspection.

Work shall not be done on any part of the sign installation beyond the point indicated in each successive inspection without first obtaining the approval of the city manager or duly authorized representative. Such approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated under subsection (1) to (3) of this section.

~~(Ord. No. 0-91-42, §3.5, 10-1-91)~~

Sec. 106-91. Permit identification

Any sign for which a permit is required by this article shall bear a seal of compliance. This information shall be affixed to the sign.

~~(Ord. No. 0-91-42, §3.6, 10-1-91).~~

Sec. 106-92. Maintenance; replacement or repair

1.) *Maintenance.* All signs for which a permit is required by this article, together with all their supports, braces, guys and anchors, shall be kept in repair and unless of galvanized or non-corroding metal shall be thoroughly painted at least once every two (2) years. The city manager or duly authorized representative may order the removal of any sign that is not maintained in accordance with the provisions of this section. Such removal shall be at the expense of the owner or lessee.

2.) *Replacement or repair.* When any sign or a substantial part of any sign is blown down or otherwise destroyed or taken down or removed for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign, it may not be re-erected, reconstructed, or rebuilt except in full conformance with the provisions and requirements of this article. The property owner/occupant shall maintain the sign in a condition appropriate to its intended use and to all city standards, and standards and has a continuing obligation to comply with all building code requirements. It shall be a violation of this section if any of the following conditions exist:

1.,a) Elements of the sign have portions of the finished material missing, broken or otherwise illegible.

2.,b) Any elements of the sign are inoperable, bent, twisted, dented, cracked, splintered, torn, or leaning at angles other than those at which it was originally erected.

a) The sign is partially disassembled.
c)

b) The sign display area must display information that is currentcurrent, or a blank sign panel must be installed.
d)

e) If the sign is deemed by the city to be in an unsafe condition, the owner/occupant of the business shall be notified in writing, and shall, within 48 hours of receipt of such notification, respond to the city with a plan to correct the unsafe condition, remove the unsafe sign, or cause it to be removed. If after ten days, the unsafe condition has not been corrected through repair or removal, the city may refer the matter to the building official as an unsafe structure to be remedied.

e)

3.,f) Whenever any sign, either conforming or nonconforming to these regulations, is required

to be repaired, repainted, refinished or cleaned, the same may be done without a permit or without any payment of fees provided that all of the following conditions are met:

- 1.) The sign is not being refaced to display a new occupant, replace a panel or display new items of information;
- 2.) There is no alteration or remodeling to the structure or the mounting of the sign itself;
- 3.) There is no enlargement or increase in any of the dimensions of the sign or its structure; and
- 4.) The sign is accessory to a legally permitted, conditional or nonconforming use.

For purposes of this subsection, a sign or substantial part of a sign is considered to have been destroyed only if the cost of repairing such sign is more than 50 percent (50%) of the replacement cost of the existing sign at the same location.

~~(Ord. No. 0-91-42, § 3-7, 10-1-91).~~

Sec. 106-93. Removal of sign by city manager

- 1.) In accordance with Chapter 216 of the Texas Local Government Code as well as the federal Highway Beautification Act 23 U.S.C.A §131 and Chapter 259 of the Texas Election Code, the city manager, or duly authorized representative, shall cause to be relocated, reconstructed, or removed any sign that violates this Ordinance, endangers the public safety, such as an abandoned, dangerous, or materially, electrically, or structurally defective sign, or a sign for which no permit has been issued. A notice shall be prepared which shall describe the sign and specify the violation involved, and which shall state that, if the sign is not removed or the violation is not corrected within ten (10) days, the sign shall be removed in accordance with the provisions of this section.
- 2.) All notices mailed by the ~~planning department~~ Department of Development Services under this section shall be sent by certified mail. Any time periods provided in this section shall be deemed to commence on the date of the receipt of the certified mail. For all other signs, the notice shall be mailed to the owner of the property on which the sign is located as shown on the last equalized assessment roll. If such address is known, or with reasonable care should be known, the notice shall be mailed to or delivered to the owner of the sign and the occupant of the property.
- 3.) Any person having an interest in the sign to be removed pursuant to this section or the property where such sign is situated may appeal the determination of the city manager or duly authorized representative ordering removal or compliance by filing a written notice of appeal with the city board of adjustment within thirty (30) days after the date of mailing the notice, or within thirty (30) days after receipt of the notice if the notice was not mailed.
- 4.) Notwithstanding the provisions of this section, in cases of emergency, the city manager or duly authorized representative may cause the immediate removal of a dangerous or defective sign without notice.

- 5.) In lieu of paying compensation, a violator may be exempt from required relocation, reconstruction, or removal those signs lawfully in place on the effective date of the requirement.

~~(Ord. No. 0-91-42, §3.8, 10-1-91)~~

Sec. 106-94-106-115. Reserved

DIVISION 4. LICENSES; PERMITS; BONDS; INSURANCE

Sec. 106-116. Licensing of contractors

- 1.) *Required.* No person shall engage or continue in the business of erecting, maintaining or replacing any sign or advertising structure, or perform any such acts for compensation, without first having obtained a license from the code enforcement division of the community planning and development department of the city.
- 2.) *Fees; term; renewal.* A license fee in the amount of \$25.00 shall be assessed for each license issued under the provisions of this section. This license shall be valid for a period of twelve (12) months from the date of issuance, after which it shall be renewed every year.
- 3.) *Application.* Application for licenses required by this section shall be made on forms furnished by the code enforcement **compliance** division and shall contain such information as the code enforcement division may require, including but not limited to:
- A) The name of the applicant and, if representing a partnership or a corporation, the name of all partners or directors;
 - B) The permanent local business address; and
 - C) A listing of all persons employed by the person applying for such license.

All sign permit applications shall bear the license numbers of the contractor who will actually be performing the work for which the permit is required.

- 4.) *Revocation of license.* The code **enforcement compliance** division shall have the right, after thirty (30) days' notice in writing to the licensee, to revoke any license granted under this section where it shall find that the information provided on the application is knowingly false or misleading or that the license has violated any of the provisions of this section, unless such licensee shall, before the expiration of such thirty (30) days, correct such information and comply with the provisions of this section.

~~(Ord. No. 0-91-42, §4.1, 10-1-91)~~

Sec. 106-117. Permits

- 1.) *Required; application.* It shall be unlawful to display, erect, relocate, rebuild, reconstruct or alter any sign without first filing with the city manager or duly authorized representative an application in writing and obtaining a sign permit,

- A)** The application for a sign permit shall be made by the owner or tenant of the property on which the sign is to be located, *or the* authorized agent, *or a sign* contractor licensed by *the* city. Such applications shall be made in writing on forms furnished by the code enforcement division and shall be signed by the applicant.
 - B)** The city manager or duly authorized representative shall, within five (5) working days of the date of the application, either approve or deny the application or refer the application back to the applicant in any instance where insufficient information has been furnished.
- 2.) Plans:** Every application for a permit under this section shall be accompanied by a plan or plans drawn to scale of the proposed sign and all existing signs maintained on the premises, and shall include:
- A)** The dimensions of the sign and, where applicable, the dimensions of the wall surface of the building to which it is to be attached;
 - B)** The dimensions of the sign's supporting members;
 - C)** The maximum and minimum height of the sign; (if sign exceeds fifteen (15), feet in height, it shall have plans sealed by professional engineer licensed to practice in the State of Texas);
 - D)** The proposed location of the sign in relation to the face of the building, in front of which or above which it is to be erected;
 - E)** The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated, existing buildings and any other signs on the property;
 - F)** Where the sign is to be attached to an existing building, a current photograph of the face of the building to which the sign is to be attached;
 - G)** The name, address, and telephone number of the owner or persons entitled to possession of the sign and of the sign contractor or erector;
 - H)** The location by street address or the proposed sign structure;
 - I)** The legal description of the property on which the sign is to be located;
 - J)** Application for an electrical permit for all electric signs if the person building the sign is to make the electrical connection;
 - K)** A statement of valuation;
 - L)** All sign permit application shall bear the license numbers of the contractor(s) who will actually be performing the work for which the permit is required; and

M) Signs shall be designed, constructed and maintained according to the latest edition of the International Building Code.

- 3.) **On-Premise Sign Fees.** The applicant for an on-premise sign permit shall tender the required fee according to the following schedule:

Value	Fee	Fee if Electrified
\$0.00 - \$100.00	\$15.00	\$50.00
\$101.00 - \$500.00	\$30.00	\$60.00
\$501.00 - \$1,000.00	\$50.00	\$90.00
Over \$1,000.00	\$50.00 plus \$5.00 for each additional \$1,000.00 valuation or portion thereof	Add \$70.00

- 4.) **Registration of Off-Premise Signs:** It shall be unlawful for any person to maintain any existing off-premises billboard sign on any premises within the corporate city limits of the City of Pharr without having a valid registration tag affixed thereto.

1.) **Application:** To register an existing off-premises billboard sign, an application shall be made to the Department of Development Services on forms provided for that purpose. The application shall be accompanied by the payment of an application fee and shall contain the name and address of the owner of the sign, the size of the sign, the exact location of the sign, the date of placement and any other information reasonably required by the department.

2.) **Issuance of registration tag:** Upon issuance of a registration tag, the owner of the sign shall affix the tag in a conspicuous place on the corresponding registered existing off-premises billboard sign.

3.) **Change in ownership:** The purchaser of a sign shall be responsible for notification of a change in ownership of said sign within 60 days of completion of the purchase.

4.) **Invalidation of registration:** The Director of Development Services or his/her designee shall invalidate any registration tag for an existing off-premises billboard sign when:

A) The sign is removed from the premises for any reason;

B) The sign has been damaged or destroyed such that a new existing off-premises billboard sign must be erected.

- 5.) **Existing Off-Premise Billboard Sign Fees:** The applicant for an existing off-premise billboard sign permit shall tender the required fee according to the following schedule:

Size of Sign	Amount
Small (0 to 72 Sq. Ft.)	\$100.00 Per Year
Medium (73 to 300 Sq. Ft.)	\$150.00 Per Year
Large (301 to 672 Sq. Ft.)	\$200.00 Per Year
Small Digital (0 to 382 Sq. Ft.)	\$300.00 Per Year
Large Digital (383 to 672 Sq. Ft.)	\$500.00 Per Year

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Should any person(s) actually begin any work for which a permit is required by the city without taking out a permit therefore, the applicant shall pay, in addition to the fees set out in this subsection, an additional amount equal to one hundred per-cent (100%) of such fees (double fine fees).

- 6.) *Deviation from permit terms.* When a sign permit has been issued by the city manager or duly authorized representative, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of such permit without prior approval. A written record of such approval shall be entered upon the original permit application and maintained in the files of the code enforcement division. Permits, once approved, cannot be transferred to another sign, and the sign may not be moved to another location.
- 7.) *Time limit for obtaining.* If a permit required by this section is not obtained within ninety (90) days after the applicant has been notified that the plans are approved, the city manager or his duly authorized representative shall assume that the application is withdrawn and may destroy the plans, specifications and calculations without recourse. Renewed action shall require a new plan.
- 8.) *Time limit for completion.* If the work authorized under a sign permit has not been completed within six months after the date of issuance, such permit shall become null and void, and there shall be no refund of any fee required by this section. If there is a justifiable reason to warrant an extension, the city manager may grant such extension up to six (6) months, provided the request is made prior to the expiration of the permit.

~~(Ord. No. 0-91-42, §4.2, 10-1-91)~~

Sec. 106-118. Bonds and insurance

- 1.) Every applicant for a license required by section 106-116 shall, before such license is granted, file with the code enforcement division a continuing bond in the penal sum of \$2,000.00 executed by the applicant and a surety company to be approved by the city manager or designee. Such bond shall assure the faithful observance of the provisions of this article and all amendments thereto, and of all state laws and city codes relating to signs and/or advertising structures, and shall indemnify and hold harmless the city and its officials from any and all claims, damages, liabilities, losses, actions, suits, or judgments which may be presented, sustained, brought, or secured against the city or any of its officials by reason of the granting of such license or on account of the erection, maintenance, alteration, or removal of any sign, or by reason of any accident caused by or resulting therefrom.
- 2.) Prior to the issuance of any sign permit and before any sign is erected, every applicant

shall, on the sign permit application form provided, consent in writing to indemnify and to hold the city harmless from any and all damages, liability, judgments, costs, or expense that the city may incur or suffer as to such signs or advertising structures, and shall at the same time offer proof of liability insurance in an amount not less than \$300,000.00 by an insurance company authorized to do business in the state, to be in force for the entire time of the validity of the permit.

~~(Ord. No. 0-91-42, §4.3, 10-1-91)~~

Sec. 106-119-106-140. Reserved

DIVISION 5. SIGNS PERMITTED BY ZONING DISTRICTS

Sec. 106-141. Agricultural and/or open space district (A-O)

This section specifies which signs are permitted in the A-0 agricultural-open space zoned area as classified by the city, except for areas located along the city's expressway corridor, as outlined in section 106-145.

1.) ~~Generally~~Generally, all signs defined in section 106-31 and section 106-62(B); and all signs listed in this section, as defined in section 106-61 and under the restrictions as provided in this section.

2.) *On-premises* signs. The following on-premises signs shall be limited to a combination of any two of the following permanent signs per business and/or site, unless otherwise specified.

A) Accessory sign.

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: sixteen (16) square feet.
- 3.) Maximum height: ten (10) feet.

B) Directory sign:

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: twenty (20) feet.

C) Ground/pole sign:

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: thirty (30) feet,

D) Subdivision sign:

- 1.) Minimum setback: attached to fence or wall at the entrance of a subdivision. (if no fence or wall, then it shall be considered a construction sign in which case section 106-141(3)(B) will apply.

- 2.) Maximum size: sixteen (16) square feet on each side of entrance to subdivision.
- 3.) Maximum height: ten (10) feet.

E) Wall sign: shall be limited to four (4) such signs per premises, of which there shall be no more than one (1) facing each direction. Wall signs shall comply with the latest edition of the International Building Code.

- 1.) Minimum setback: attached or painted to a fence or wall.
- 2.) Maximum size: sixteen (16) square feet of wall or fence.

3.) *Temporary signs.* Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 106-62(D).

A) Banner sign and Banner Flag **Pole:** ~~shall be limited to two (2) temporary banner signs per lot or two (2) temporary banner flags per lot and shall not exceed three (3) feet in width. Such signs may be displayed for a period of no more than sixty (60) consecutive days, after which the sign will be removed and may not be replaced for a period of six (6) months. In the case of a multi-tenant building only one (1) temporary banner sign or one (1) temporary banner flag will be allowed.~~ All such signs shall be permitted for a period not to exceed thirty (30) consecutive days after which the signs shall be removed and not be replaced for a period of six (6) months. Banners having a width and length of more than three (3) feet require a permit. Banners having a width and length of three (3) feet or less do not require a permit.

B) Construction sign: may be erected no more than thirty (30) days prior to construction and shall comply with section 106-62 (D)(1).

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

C) Home occupation sign:

- 1.) Minimum setback: shall be attached flush against the building.
- 2.) Maximum size: eighteen by twenty-four inches (18" x 24").
- 3.) Maximum height: eight (8) feet.

D) Portable sign:

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

E) Real estate sign: shall comply with section 106-62(D)(5).

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

F) Trailer signs: Must be removed immediately following the event or election or it will be considered advertising.

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

4.) *Off-Premise signs*: Off-premise signs are prohibited in a residential district.

5.) Additional requirements.

- 1.) No sign shall have less than a minimum setback of five (5) feet from any property line, except as listed in this section.
- 2.) No permanent sign shall have a face larger than thirty-two (32) square feet, except as listed in this section.
- 3.) No sign shall exceed thirty (30) feet in height, except as listed in this section.
- 4.) When computing the face area of an on-premises sign, the measurement thereof shall be as outlined in section 106-88(4).

Sec. 106-142. Residential districts

This section specifies which signs are permitted in residential zoned areas as classified by the city. They are as follows: R-1: Single Family Residential, R-1A: Single Family Residential for Small Lots, **R-1E: Single Family Residential Estate**, R-TH: Townhouse Residential, R-3: Medium Density Multi-Family Residential, R-4: High Density Multi-Family Residential, R-MH: Mobile Home Residential and R-HCMH: HUD-Code manufactured Mobile Home.

- 1.) *Generally*. All signs defined in section 106-31 and section 106-62(B); and all signs listed in this section, as defined in section 106-61 and under the restriction as provided in this section.
- 2.) *On-Premise Signs*: The following on-premise signs shall be limited to one (1) permanent sign per site in a single-family residential zone as allowed by the City of Pharr zoning ordinance.

A) Ground/pole sign:

- 1.) Minimum setback: five (5) feet from any property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: fifteen (15) feet,

Wall signs: shall be limited to two (2) per premises and are restricted to entrances to subdivision only. Wall signs shall comply with the latest edition of the International

Building Code.

- 1.) Maximum size: sixteen (16) square feet of wall or fences.
- 2.) Minimum setback: attached or painted to fence or wall.

3.) *Temporary Signs*: Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one (1) temporary sign per site and shall comply with section 106-62(D).

A) Banner Signs and Banner Flag **Poles**: shall be limited to one (1) temporary banner per lot and shall not exceed three (3) feet in width **and length**. Such signs may be displayed for a period of no more than **sixtythree (630)** consecutive days, after which the sign will be removed and may not be replaced for a period of six (6) months. **No permit will be required.**

B) Construction sign: may be erected no more than thirty (30) days prior to construction. Such signs shall comply with section 106- 62(D)(1).

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: sixteen (16) square feet.
- 3.) Maximum height: ten (10) feet.

C) Real estate sign: shall comply with section 106-62(D)(5).

- 1.) Minimum setback: inside property line.
- 2.) Maximum size: sixteen (16) square feet.
- 3.) Maximum height: ten (10) feet.

4.) *Home Occupation Signs*: Home occupation signs shall be permitted as allowed in this subsection.

- A) Minimum setback: sign shall be placed flush against a wall.
- B) Maximum size: eighteen inches by twenty-four inches (18"x24").
- C) Maximum height: eight (8) feet.

5.) *Off-Premise signs*: Off-premise signs are prohibited in a residential district.

6.) Additional requirements.

- A) No sign shall have less than a minimum setback of five (5) feet from any property line, except as listed in this section.
- B) No permanent sign shall have a face larger than thirty-two (32) square feet, except as listed in this section.
- C) No sign shall exceed fifteen (15) feet in height; except as listed in this section.

D) No sign or part of any sign in the residential districts shall move, flash, rotate or change its illumination. Temporary holiday decorations are permitted.

E) When computing the face area of an on-premises sign, it shall be computed as outlined in section 106-88(4).

Sec. 106-143. Neighborhood-Commercial District; Office-Professional District

This section specifies which signs are permitted in the N-C (Neighborhood Commercial) and O-P (Office Professional) districts as classified by the city, except for zoning areas located along the city's expressway corridors as outlined in section 106-145.

- 1.) *Generally.* All signs defined in section 106-31 and section 106-62(B); and all signs listed in this section, as defined in section 106-61 and under the restrictions as provided in this section.
- 2.) *On-premise signs.* The following on-premises signs shall be limited to a combination of any two (2) of the following permanent signs per business and/or site, unless otherwise specified.

Accessory Sign:

A) Accessory Sign:

- 1.) Minimum setback: five (5) feet from the property line.
- 2.) Maximum size: sixteen (16) square feet.
- 3.) Maximum height: ten (10) feet.

B) Canopy Sign: shall be limited to one (1) permanent sign per business and shall comply with the latest edition of the International Building Code.

C) Changeable Copy Sign:

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: fifteen (15) feet.

D) Directory Sign:

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: fifteen (15) feet.

E) Ground/Pole Sign: shall be limited to one (1) permanent sign per site. In the case of a multi-unit building, one (1) ground or pole sign will be allowed per site along with a wall sign, canopy or roof sign for each business as permitted in this subsection.

1.) Office Professional District

- A) Minimum setback: five (5) feet from property line.
- B) Maximum size: thirty-two (32) square feet.
- C) Maximum height: thirty (30) feet in the office and professional zone.

2.) Neighborhood Commercial

- A) Minimum setback: five (5) feet from property line.
- B) Maximum size: thirty two (32) square feet.
- C) Maximum height: fifteen (15) feet.

F) Subdivision sign:

- 1.) Minimum setback: attached to a fence or wall at the entrance of a subdivision.
- 2.) Maximum size: sixteen (16) square feet on each side of the entrance to the subdivision
- 3.) Maximum height: ten (10) feet.

G) Wall sign: shall be limited to two (2) per site, of which there shall be no more than one (1) facing in each direction. Wall signs shall comply with the latest edition of the International Building Code.

- 1.) Minimum setback: attached or painted on wall or fence.
- 2.) Maximum size: thirty two (32) square feet of wall or fence.

3.) *Temporary signs.* Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one (1) temporary sign per site and shall comply with section 106-62 (D).

A) Banner sign and Banner Flag **Poles:** ~~shall be limited to one (1) temporary banner sign per lot or one (1) temporary banner flag per lot and shall not exceed three (3) feet in width. Such signs may be displayed for a period of no more than sixty (60) consecutive days, after which the sign will be removed and may not be replaced for a period of six (6) months. In the case of multi-tenant building only one (1) temporary banner sign or one (1) temporary banner flag will be allowed.~~ shall be permitted for a period of thirty (30) days at one time after which such signs shall be removed and not replaced for a period of six (6) months. Banners three (3) feet or less in width and length do not require a permit.

B) Construction sign: shall be limited to one (1) temporary sign per site and shall comply with section 106-62(D)(1).

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

C) Portable sign: shall comply with section 106-62(D)(6).

- 1.) Minimum setback: five (5) feet from property line.
 - 2.) Maximum size: thirty-two (32) square feet.
 - 3.) Maximum height: ten (10) feet.
- D) Real estate sign: shall be limited to one (1) temporary, non- illuminated sign per site and shall comply with section 106-62(D)(5).
- 1.) Minimum setback: five (5) feet from property line.
 - 2.) Maximum size: thirty-two (32) square feet.
 - 3.) Maximum height: ten (10) feet.
- E) Street banner sign: shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility.
- F) Trailer sign: must be removed seven (7) days following the event or election or it will be considered advertising.
- 1.) Minimum setbacks: five (5) feet from property line.
 - 2.) Maximum size: thirty-two (32) square feet.
 - 3.) Maximum height: ten (10) feet.
- G) *Off-Premise signs*: Off-premise signs are prohibited in a residential district.
- H) *Additional requirements*.
- 1.) No sign shall have less than a minimum setback of five (5) feet from any property line, except as listed in this section.
 - 2.) No permanent sign shall have a face larger than sixty four (64) square feet, except as listed in this section.
 - 3.) No sign shall exceed thirty (30) feet in height, excepted as listed in this section.
 - 4.) When computing the face of off-premises and on-premises sign(s), it shall be computed as outlined in section 106-88 (4).

Sec. 106-144 – Downtown District, Historic Main Street District

This section specifies which signs are permitted in the Downtown and Historic Main Street District. All signs within these districts shall be designed, constructed and affixed so as to promote and not visually obscure the significant architectural features of the district and its buildings.

- 1.) Special Restrictions – The following special restrictions shall apply in the Downtown and Historic Main Street District.

A) Exterior neon signs are prohibited.

B) No sign shall be displayed from the parapet or roof of any building.

- C)** No sign shall be erected, constructed, placed, attached, located, hand carried or displayed by any means unless the sign relates to or advertises a bona fide business conducted in or on the premises to which the sign adjoins.
 - D)** Interior illuminated signs are prohibited on the exterior of a building.
 - E)** The light source for exterior illumination shall be a steady light concealed by a hood or other acceptable method of indirect lighting.
 - F)** Sandwich signs may be placed outside only when the business is open and must be properly anchored or weighted against the wind. The maximum height of any sandwich sign is 36 inches and a minimum clearance of six feet must be maintained on the sidewalk for pedestrian access. No other portable signs are permitted.
 - G)** Awning and canopy signs must be painted or applied flat against the awning or canopy surface, and may not use over 70 percent of the lineal footage of the awning or canopy.
 - H)** Permanent signs painted on glass windows shall cover no more than 25 percent of the total glass area of the window upon which they are placed, and may not contain words or characters greater than 12 inches in height. For purposes of this subsection, the area of any such sign shall be calculated as the area of an imaginary square or rectangle that encompasses the entire sign and its graphics.
 - I)** Daylight fluorescence pigmented materials or paints are not allowed.
 - J)** With the exception of donor plaques, advertising on planters, trash receptacles, park benches or other street amenities is not allowed.
 - K)** No sign shall be displayed above the second level of any building.
 - L)** No building may have signage on more than two facades.
 - M)** Permanent signs shall not be constructed of core-plast or banner material. Existing signs made from core-plast or banner material may remain but cannot be altered or replaced except by signs and materials meeting the requirements of this Code.
- 2.) On-Premise Signs** – The following on-premise signs shall be permitted, limited to a combination of any two (2) of the following permanent signs per business and/or site, unless otherwise specified.
- A) Monument Sign:** allowed as required
 - 1.) Minimum Setback: five (5) feet from property line
 - 2.) Maximum Size: 60 square feet
 - 3.) Maximum Height: 6 feet

Maximum allowable size of sign is calculated by 0.4 square feet multiplied by 1 linear foot of lot frontage (but not to exceed 60 square feet).

Example: 150 linear feet of lot frontage X 0.4 square feet of sign = 60 square feet of monument sign.

B) Wall Sign: shall be limited to one (1) per premise. Wall signs shall comply with the latest addition to the International Building Code.

- 1.) Maximum Setback: attached or painted to wall.
- 2.) Maximum Size: 32 square feet
- 3.) Maximum Size of Letters: 10 inches
- 4.) Maximum Height: 4 feet

C) Window Signs: allowed as required

- 1.) Maximum Setback: Can be painted or applied directly to glass.
- 2.) Maximum Size: Can cover up to 25% of glass area.
- 3.) Maximum Size of Letters: 10 Inches

D) Sidewalk Sandwich Signs: can only be placed on the sidewalk during business hours. Must be properly anchored or weighted against the wind.

- 1.) Maximum Setback: Must maintain 6 feet of sidewalk clearance for pedestrians.
- 2.) Maximum Height: 4 feet
- 3.) Maximum Width: 3 feet

E) Awning Signs: allowed as required

- 1.) Maximum Setback: Can be painted or applied flat on the canopy or awning surface.
- 2.) Maximum Size: Can use up to 70% of the lineal footage of the awning.

Commented [MC7]: Get with Roland

Sec. 106-145. Business districts; heavy commercial and industrial districts

This section specifies which signs are permitted in the business, heavy commercial and industrial zoned areas as classified in the city zoning ordinance, except for zoning areas located along the city's expressway corridors as outlined in section 106-145. Such districts are as follows: C (General Business), C-2 (Business District), H-C (Heavy Commercial), L-I (Limited Industrial) and H-I (Heavy Industrial) districts.

- 1.) *Generally.* All signs defined in section 106-31 and section 106-62(B); and all signs listed in this section, as defined in section 106-61 and under the restrictions as provided in this section.
- 2.) *On-premises signs.* The following on-premises signs shall be permitted, limited to a combination of any two (2) of the following permanent signs per business and/or site, unless otherwise specified.

- A) Accessory sign: allowed as required.
- 1.) Minimum setback: five (5) feet from property line.
 - 2.) Maximum size: sixteen (16) square feet.
 - 3.) Maximum height: ten (10) feet.
- B) Canopy sign: shall be limited to one (1) permanent sign per business and shall comply with the latest edition of the International Building Code.
- C) Changeable copy sign:
- 1.) Minimum setback: five (5) feet from property line.
 - 2.) Maximum size: thirty-two (32) square feet.
 - 3.) Maximum height: twenty (20) feet.
- D) Directory sign:
- 1.) Minimum setback: five (5) feet from property line.
 - 2.) Maximum size: thirty-two (32) square feet.
 - 3.) Maximum height: twenty (20) feet.
- E) Ground or pole sign: In the case of a multi-unit building, one (1) ground pole or pole sign will be allowed per site, provided that an additional sign shall be permitted for each 300 feet of frontage for a premises, not to exceed 1.5 square feet in sign area for each linear foot of primary street frontage up to a maximum of 300 square feet. Such signs shall not exceed a height of 30 feet, except where such signs are within 300 feet of Expressway Corridors in which case they may have a maximum height of 60 feet and up to 800 square feet of sign area.
- 1.) Non-Expressway Corridor
 - A) Minimum setback: five (5) feet from property line.
 - B) Maximum size: up to three hundred (300) square feet.
 - C) Maximum height: thirty (30) feet.
 - 2.) Expressway Corridor
 - A) Minimum setback: ten (10) feet from property line.
 - B) Maximum size: eight hundred (800) square feet.
 - C) Maximum height: sixty (60) feet.
- F) Marquee sign: shall be limited to one (1) permanent sign per site and shall comply with the latest edition of the International Building Code. Size of marquee cannot exceed eight (8) feet in width and thirty-two (32) feet in length,
- G) Roof sign: shall be limited to one (1) permanent sign per site, and shall comply with the latest edition of the International Building Code. Size of roof sign cannot exceed four (4) feet in height and sixteen (16) feet in length.

Commented [MC8]: Get with Roland

H) Subdivision sign:

- 1.) Minimum setback: attached to fence or wall at the entrance of a subdivision.
- 2.) Maximum size: sixteen (16) square feet on each side of the entrance to the subdivision.
- 3.) Maximum height: ten (10) feet.

I) Wall sign: shall be limited to four (4) per premises, of which there shall be no more than one (1) facing each direction. Wall signs shall comply with the latest edition of the International Building Code.

- 1.) Minimum size: sixty-four (64) square feet of wall.
- 2.) Maximum setback: attached or painted to wall.

3.) *Temporary signs:* Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one (1) temporary sign per site and shall comply with section 106-62 (D).

A) Banner sign and Banner Flag Poles: shall be limited to two (2) temporary banner signs per lot ~~lot business, business and shall not exceed three (3) feet in width. Such signs may be displayed for a period of no more than sixty (60) consecutive days, after which the sign will be removed and may not be replaced for a period of six (6) months. In the case of a multitenant building only one (1) temporary banner sign or one (1) temporary banner flag will be allowed. Banner shall be permitted for a period of thirty (30) consecutive days, after which they shall be removed and not be replaced for a period of six (6) months. Banners which are less than three (3) feet in width and height shall be not require a permit.~~

B) Construction sign: shall be limited to one (1) temporary construction sign for each project or development, and shall comply with section 106-62(D)(1).

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

C) Portable sign: shall comply with section 106-62(D)(6).

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

D) Real estate sign: shall be limited to one (1) temporary sign per approved site. Such signs may be erected no more than thirty (30) days prior to construction and shall comply with section 106-62(D)(5).

- 1.) Minimum setback: five (5) feet from property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

E) Street banner sign: shall be allowed on special occasion with the permission of the city manager. Such signs shall in no way affect traffic flow or visibility.

F) Trailer sign: must be removed seven (7) days following the event or election and advertising.

- 1.) Minimum setback: five (5) feet from the property line.
- 2.) Maximum size: thirty-two (32) square feet.
- 3.) Maximum height: ten (10) feet.

4.) Off-Premise signs: Off-premise signs are prohibited in a residential district.

5.) Additional Requirements:

A) No sign shall have less than a minimum setback of five (5) feet from any property line, except as listed in this section.

B) No sign shall have a face larger than eight hundred (800) square feet, except as listed in this section.

- 1.) No sign shall exceed sixty (60) feet in height, except as listed in this section.
- 2.) When computing the face area of an on-premise sign, it shall be computed as outlined in section 106-88(4).
- 3.) Signs shall be designed, constructed and maintained according to the latest edition of the International Building Code for use of materials, loads and stresses.
- 4.) Signs exceeding fifteen (15) feet in height shall have plans sealed by professional engineer licensed to practice in the State of Texas.

Sec. 106-146. Planned Unit Developments

This section specifies which signs are permitted in a planned unit development.

- 1.) All signs defined in section 106-31 and section 106-62(B).
- 2.) All signs allowed in each zoning district which makes up the planned unit development according to the regulations of each district. Applicant's signs are to be approved as part of the required site plan.

Off-premises signs shall not be permitted in planned unit developments.

~~(Ord. No. 0-91-42, § 5.6, 10-1-91)~~

Sec. 106-147.7: Non-Applicability to Municipal Functions and Activities

1.) The City hereby orders that municipal ordinances shall not apply to restrict or otherwise prohibit the City of Pharr, its departments, divisions, and corporations, from performing in furtherance of municipal interests through its functions and activities including but not limited to property use and other regulations.

2.) This ordinance shall not alleviate the City of Pharr of any obligations, duties, and commitment required by Charter, and shall not alleviate the City of Pharr from ordinances stipulating budgetary and financial appropriations.

Sec. 106-148. ~~Penalty~~

Any person, organization or entity that violates this ordinance shall have the following penalties imposed:

Upon conviction, a fine of not less ONE-HUNDRED DOLLARS (\$100.00) nor more than ONE-THOUSAND (\$1,000.00) per day per violation may be imposed. Each day will be a separate violation.

Sec. 106-149. ~~Effective Date; Publication~~

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

Sec. 106-150. ~~Repealing Clause~~

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

Sec. 106-151. ~~Cumulative~~

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

Sec. 106-152: Severability Clause

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

Sec. 106-153. ~~Proper notice and meeting~~

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

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

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS

OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 202¹⁰.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: December 4, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution authorizing City Manager to submit and execute a grant application to the Federal Emergency Management Agency (FEMA) for grant funding under the FY2021 Building Resilient Infrastructure & Communities (BRIC) program.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Funding is being sought from FEMA in the amount of \$8,542,500 (75%) for the Southeast Pharr Drainage Mitigation Project Phase I. The proposed project comes from the Master Drainage Plan and is estimated to cost a total of \$11,390,000. The remaining balance of \$2,847,500 (25%) is to be paid with local funds.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Resolution to submit grant application to the FEMA for funding under FY2021 BRIC.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 12/4/2020
Approved - 12/4/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS
AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO
THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FY2021
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC)**

WHEREAS, the City of Pharr is authorized to apply for a grant from the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA) for the FY2021 Building Resilient Infrastructure and Communities (BRIC) grant program, and;

WHEREAS, the City Commission desires that the City Manager submit a grant application to the FEMA for grant funds for construction of a localized flood risk reduction project within Pharr, Texas, and;

WHEREAS, the City Commission has the authority to enter a contract with the FEMA and is prepared to commit funds to cover the required twenty-five percent (25%) local match, and;

WHEREAS, the estimated budget is \$11,390,000 with \$8,542,500 estimated from FY2021 BRIC and \$2,847,500 from the City of Pharr, and;

WHEREAS, the commitment of these funds or services is in the best interest of the health and safety of the Citizens of the City of Pharr,

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

1.

That the City Commission hereby adopts and approves the recitals and findings set forth in the preamble above.

2.

That the City Commission hereby passes this resolution authorizing the City Manager to submit this FY2021 BRIC grant application for funds to address localized flooding within the City of Pharr.

3.

That the City Commission agrees to commit funds to equal twenty-five percent (25%) for the purpose of this program in the event the grant is approved and accepted with the estimated maximum local contribution to be \$ 2,847,500.

4.

That the City Commission hereby authorizes the Mayor to enter and sign a contract with the FEMA for grant funds to address localized flooding within the City of Pharr.

5.

This Resolution is contingent upon the preparation and submission of an application by the City of Pharr to the FEMA for seventy-five percent (75%) grant funding from the FY2021 BRIC and upon approval and commitment of the FEMA to grant said funds.

6.

It is hereby found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

ADOPTED BY VOTE OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS

at a
regular meeting held on the ____ day of December 2020.

APPROVED:

Mayor Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Secretary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Update on City Wide Drainage Master Plan.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Update on City Wide Drainage Master Plan

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 12/2/2020

Approved - 12/2/2020

Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: November 12, 2020

MEETING DATE: December 7, 2020

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$8,263.00 and final acceptance of the Hike & Bike PH 2 Utility Relocations with RDH Site and Concrete, LLC, Inc. and release of final payment and retainage in the amount of \$16,228.35.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

RDH Site and Concrete, LLC has completed the utility relocation for the hike and bike trail along E. Ridge Rd. A final walkthrough was held on October 13, 2020 and improvements were found to be complete in general compliance with plans and specifications.

Financial Consideration:

Staff Recommendation: Staff recommends approval of final payment and release of the retainage in the amount of \$ 16,228.35.

Alternatives: N/A

ROUTING:

Ofsman M. Quintana
Omar Anzaldua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/12/2020
Approved - 11/13/2020
Approved - 11/13/2020
Approved - 12/3/2020
Final Approval - 12/4/2020



**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared me the undersigned authority in and for said County and State
of Dianaly De Hoyos (Name of Individual) General Manager (Title)
of RDH Site and Concrete, LLC (Prime Contractor), who being duly
sworn by me states on oath that all suppliers, subcontractors, payroll, sales tax, privilege tax or
license, benefits tax, state and federal unemployment insurance and other liabilities have been
paid in full in the performance of furnishing labor, products and supplies in the construction of
improvements for City of Pharr Hike & Bike Phase II Utility Relocation (Name
of Project) and that the Prime Contractor waives any claims (including lien rights) debts and
releases City of Pharr from any rights or claims for debts due and owing by virtue of the furnishing
of any labor, products and supplies for such improvements.

The above named Prime Contractor agrees to indemnify City of Pharr and save him harmless on
account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the
amount of any lien he may be compelled to pay all costs relating thereto and a reasonable
attorney's fee.

RDH Site and Concrete, LLC

Company

Signature

Dianaly De Hoyos

Print Name

General Manager

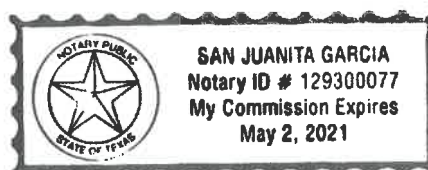
Title

11-12-20
Date

Sworn to and subscribed before me this 12 day of November, 2020

San Juanita Garcia
Notary Public

May 02, 2021
My Commission Expires





**CONTRACTOR'S AFFIDAVIT
AS TO STATUS OF LIENS**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared me the undersigned authority in and for said County and State
of Dianaly De Hoyos (Name of Individual) General Manager (Title)
of RDH Site and Concrete, LLC (Prime Contractor), who being duly
sworn by me states on oath that to the best of his knowledge and belief, except as listed below,
the Releases and Waivers of Claim attached hereto include all subcontractors and all suppliers of
labor, products and equipment provided by all persons who may have liens against the property
of City of Pharr for improvements of City of Pharr Hike & Bike Phase II Utility Relocation.
(Name of Project) arising out of the construction of improvements thereon.

Exceptions: (If none, write "None". Any exception listed shall be bonded by the Prime Contractor
to indemnify the City of Pharr, and a copy of each such bond shall be attached hereto).

1. None
- 2.
- 3.
- 4.

RDH Site and Concrete, LLC

Company

Signature

Dianaly De Hoyos

Print Name

General Manager

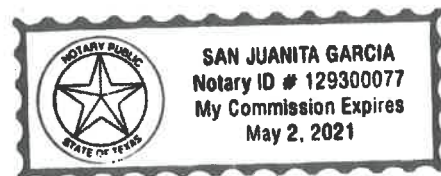
Title

Date

Sworn to and subscribed before me this 12 day of November, 2020

San Juanita Garcia
Notary Public

May 02, 2021
My Commission Expires





CHANGE ORDER

Contractor: RDH Site and Concrete, LLC

Change Order No.: 1

Project: City of Pharr Hike & Bike Phase II Utility Relocation

Date: 11/12/2020

Project #1920-61-583-C004-289

Notice to Proceed Date: March 2, 2020

Change Order Amount: \$ 8,263.00

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

None

Reason for Change Order:

Reconciliation of Quantities

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 332,830.00	Original Completion Date: _____
Previous Change Order: (+/-)	\$ -	Additional Days: _____
This Change Order: (-)	\$ -8,263.00	Revised Completion Date: <u>10/15/20</u>
Revised Contract Amount:	\$ 324,567.00	

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

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

Accepted:

RDH Site and Concrete, LLC

Contractor

[Signature]
Authorized Signature

11-12-20
Date

Recommended:

Javier Hinojosa, P.E.

Project Engineer/Architect

[Signature]
Authorized Signature

11/12/20
Date

Omar Anzaldue Jr., PE, CFM, PMP, CCM

City Engineer

[Signature]
Authorized Signature

11/12/20
Date

Approved:

Ed Wylie

Interim City Manager

Authorized Signature

Date

Reconciliation of Quantities
Hike & Bike Phase II Utility Relocation
Engineer: Javier Hinojosa Engineering
Contractor: RDH Site and Concrete, LLC
November 12, 2020

<u>Sanitary Sewer</u>	Contract		Contract		Final		Final	
	Quantities		Amounts		Quantities		Contract Amounts	
1. 12" SS Pipe (6' - 8' Deep)	500	LF	\$45.00	\$22,500.00	500	LF	\$45.00	\$22,500.00
2. 12" SS Pipe (8' - 10' Deep)	1,000	LF	\$45.00	\$45,000.00	1,000	LF	\$45.00	\$45,000.00
3. 12" SS Pipe (10' - 12' Deep)	400	LF	\$45.00	\$18,000.00	400	LF	\$45.00	\$18,000.00
4. 8" SS Pipe (6' - 8' Deep)	200	LF	\$45.00	\$9,000.00	68	LF	\$45.00	\$3,060.00
5. Standard Manhole with Composite Lid and No City Logo	0	EA	\$6,800.00	\$0.00	0	EA	\$6,800.00	\$0.00
6. Extra Depth Manhole	40	LF	\$90.00	\$3,600.00	25	LF	\$90.00	\$2,250.00
7. Tie To Exist. Manhole w/12" SS Line	2	EA	\$800.00	\$1,600.00	2	EA	\$800.00	\$1,600.00
8. Trench Protection	1,920	LF	\$1.00	\$1,920.00	1,968	LF	\$1.00	\$1,968.00
9. Tie To Exist. 8" SS Line with Prop. 8" SS Line	1	EA	\$800.00	\$800.00	1	EA	\$800.00	\$800.00
10. Tie To Prop. M.H. Sta. 22+96± With 8" SS Line								
a. Plug & Cap 8" SS Line (2 EA.)	2	EA	\$800.00	\$1,600.00	1	EA	\$800.00	\$800.00
11. 7' Dia. Conflict Drain Manhole	2	EA	\$8,000.00	\$16,000.00	1	EA	\$8,000.00	\$8,000.00
12. Reconstruct and Replace entire alley adjacent to Ridge Road (North Side)								
a. 8" Lime Treated Subgrade Preparation	1,900	SY	\$4.50	\$8,550.00	950	SY	\$4.50	\$4,275.00
b. 8" Flex Base	1,900	SY	\$15.00	\$28,500.00	1,425	SY	\$15.00	\$21,375.00
c. 2" HMA	1,700	SY	\$10.50	\$17,850.00	1,275	SY	\$10.50	\$13,387.50
13. Patch and Replace Pavement (S. Linden Street)								
a. 8" Lime Treated Subgrade Preparation	600	SY	\$4.50	\$2,700.00	300	SY	\$4.50	\$1,350.00
b. 8" Flex Base	600	SY	\$15.00	\$9,000.00	600	SY	\$15.00	\$9,000.00
c. 2" HMA	600	SY	\$10.50	\$6,300.00	600	SY	\$10.50	\$6,300.00
d. Saw Cut Pavement	350	LF	\$4.00	\$1,400.00	350	LF	\$4.00	\$1,400.00
14. Reconstruct and Replace entire Alley (S. Linden Street east to Veterans Blvd.)								
a. 8" Lime Treated Subgrade Preparation	550	CY	\$4.50	\$2,475.00	275	CY	\$4.50	\$1,237.50
b. 8" Flex Base	550	SY	\$15.00	\$8,250.00	550	SY	\$15.00	\$8,250.00
c. 2" HMA	550	SY	\$10.50	\$5,775.00	550	SY	\$10.50	\$5,775.00
15. Traffic Control	1	EA	\$30,000.00	\$30,000.00	1	EA	\$30,000.00	\$30,000.00
16. SWP3 Plan	1	LS	\$5,000.00	\$5,000.00	1	LS	\$5,000.00	\$5,000.00
17. Striping (24" Stop Bar)	100	LF	\$17.00	\$1,700.00	27	LF	\$17.00	\$459.00
18. Remove and Replace 18" Valley Gutter	80	LF	\$27.00	\$2,160.00	80	LF	\$27.00	\$2,160.00
19. Adjust Water Valves	5	EA	\$500.00	\$2,500.00	0	EA	\$500.00	\$0.00
20. Adjust SS Manhole	1	EA	\$800.00	\$800.00	0	EA	\$800.00	\$0.00
21. Remove and Replace 4' Wide Conc. Sidewalk	50	LF	\$45.00	\$2,250.00	30	LF	\$45.00	\$1,350.00
22. Utility Adjustments	1	LS	\$30,000.00	\$30,000.00	1	LS	\$30,000.00	\$30,000.00
A-1. Alternate No. 1 - Sanitary Sewer								
1. Standard Manhole with Composite Lid and City Logo	7	EA	\$6,800.00	\$47,600.00	7	EA	\$6,800.00	\$47,600.00
Field Directive Changes								
1. Provide stabilized cement sand backfill for sewer line at Ridge Road	0	LF	\$20.00	\$0.00	68	LF	\$20.00	\$1,360.00
2. 3' X 3' grate inlets with the alley adjacent to Ridge Road	0	EA	\$2,500.00	\$0.00	2	EA	\$2,500.00	\$5,000.00
3. 6" Sewer Service Connection	0	EA	\$1,500.00	\$0.00	1	EA	\$1,500.00	\$1,500.00
4. 4" Sewer Service Connection	0	EA	\$1,200.00	\$0.00	2	EA	\$1,200.00	\$2,400.00
5. 6" Drop Connection (station 11+50)	0	EA	\$1,100.00	\$0.00	1	EA	\$1,100.00	\$1,100.00
6. Drop Connection to proposed Manhole B-1	0	EA	\$1,500.00	\$0.00	1	EA	\$1,500.00	\$1,500.00
7. 12" Sewer Line (B-1 drop manhole connection)	0	LF	\$45.00	\$0.00	60	LF	\$45.00	\$2,700.00
8. Trench Protection (B-1 drop manhole connection)	0	LF	\$1.00	\$0.00	60	LF	\$1.00	\$60.00
9. Pavement Repair (B-1 drop manhole connection)	0	SY	\$30.00	\$0.00	117	SY	\$30.00	\$3,510.00
10. Remove and Dispose Existing Sanitary Sewer Manhole	0	EA	\$1,200.00	\$0.00	2	EA	\$1,200.00	\$2,400.00
11. Standard Manhole	0	EA	\$6,800.00	\$0.00	1	EA	\$6,800.00	\$6,800.00
12. 12" Sewer Line Clay Plugs (Concrete)	0	EA	\$500.00	\$0.00	2	EA	\$500.00	\$1,000.00
13. Remove and Replace 4 ft Wide Concrete Sidewalk	0	LF	\$15.00	\$0.00	156	LF	\$15.00	\$2,340.00
Total Hike & Bike Phase II Utility Relocation:				\$332,830.00				\$324,567.00
Original Contract Amount:				\$332,830.00				
Change Order No. 1 (Decrease):				\$8,263.00				
Total Revised Contract Amount:				\$324,567.00				



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 10/13/2020 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>Hike & Bike Phase II Utility Relocation</u>
BID NO.:	<u>1920-61-583-C004-289</u>
CONTRACT DATE:	<u>3/2/2020</u>
CONTRACTOR:	<u>RDH Site and Concrete, LLC</u>
ADDRESS:	<u>3809 Clavel St. Suite D</u>
PROJECT DESCRIPTION:	<u>Hike & Bike Phase 2 Utility Relocation</u>

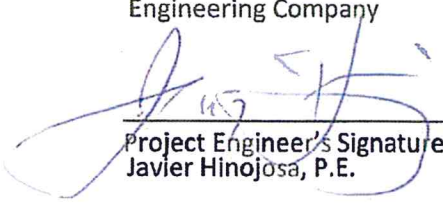
THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5.

Original Contract	\$ <u>332,830.00</u>
Change Orders	\$ <u>0.00</u>
Current Contract	\$ <u>332,830.00</u>
Total Earned to Date	\$ <u>324,567.00</u>
Less Previous Payments (-)	\$ <u>277,495.48</u>
Balance with Retainage	\$ <u>47,071.52</u>
Authorized Deductions (-)	\$ <u>0.00</u>
Final Payment	\$ <u>47,071.52</u>

6. That the **Final Payment** in the amount of \$(47,071.52)
(Forty Seven Thousand and Seventy One dollars and Fifty Two cents)
is due and payable.

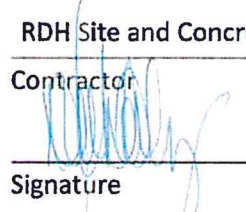
Javier Hinojosa Engineering
Engineering Company


Project Engineer's Signature
Javier Hinojosa, P.E.

APPROVED BY:

RDH Site and Concrete, LLC

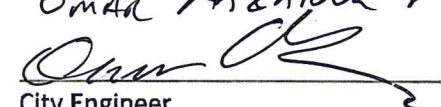
Contractor

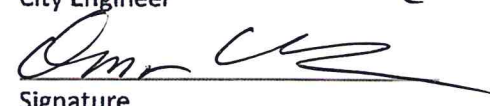

Signature

11-12-20
Date

APPROVED BY:

Omar Arzola Jr


City Engineer


Signature

11/12/20
Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on approval of Change Order No. 1 for the Annual Supply City Wide Ditch Excavation Hauling Services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Due to additional scope of work and rain days. The contractor has requested and additional 55 days of contract time as detailed below:

1. 21 Field Drains and 1 Concrete Ditch End (Rip Rap) (30 Days)
2. 15 Rain Days
3. 10 Days- Stock Pile Location too wet.

Project No. 1920-60-582-S033-171

Financial Consideration:

Staff Recommendation: Staff Recommends approval of Change Order No. 1 for an additional 55 days contract extension for the Annual Supply City Wide Ditch Excavation Hauling Services and revising the project completion date from December 22, 2020 to February 15, 2021.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 12/2/2020
Approved - 12/2/2020
Approved - 12/2/2020
Approved - 12/3/2020
Approved - 12/4/2020
Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 12, 2020

MEETING DATE: December 7, 2020

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and the Pharr Police Department

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Updated ILA, to reflect Chief Harvey between Pharr Public Safety Communications and Pharr Police Department

Financial Consideration: non fiscal item

Staff Recommendation: Staff Recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Andrew Harvey
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2020
Approved - 11/12/2020
Approved - 12/3/2020
Approved - 12/3/2020
Final Approval - 12/4/2020

INTERLOCAL AGREEMENT DISPATCH SERVICE

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Agreement made and entered into by and between the **CITY OF PHARR POLICE DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "PPD") and the **CITY OF PHARR PUBLIC SAFETY COMMUNICATIONS DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "Communications Department"), both situated in the City of Pharr, Hidalgo County, Texas

The initial address of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Pharr
Andy Harvey
Chief of Police
1900 S. Cage
Pharr, TX 78577

City of Pharr
Daniel Ramirez
Director of Communications
118 S. Cage Boulevard
Pharr, Texas 78577

WITNESSETH:

WHEREAS, the Communications Department maintains full time staff to dispatch police requests and related incidents; and

WHEREAS, PPD desires to utilize the Communications Department staff to dispatch police requests and related incidents, and

WHEREAS, the Communications Department is able to accommodate this request for police dispatching services and is willing to cooperate with the PPD to affect these services for said purposes; and

WHEREAS, the Communications Department is responsible for recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the Communications Department is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the Communications Department and the PPD are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.00 I, et seq.

NOW, THEREFORE, the Communications Department and the PPD hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

I. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set out below:

"Dispatch" means receiving a request for emergency service for a Fire request, rescue or other related incident via a 911 system, phone line, radio or other applicable form of notification and dispatching the appropriate police units to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

"Pharr Public Safety Communications Center" means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

"Police Unit" means police car, police motorcycle, support unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

II. DUTIES OF COMMUNICATIONS DEPARTMENT

A. In General

During the Contract Term, Communications Department shall provide dispatch services to PPD for police requests, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

B. Dispatching

The Communications Department shall receive requests for emergency services at a centralized dispatch center via a 911 system, phone line, radio or other applicable form of notification. The Communications Department shall dispatch the appropriate PPD police units by radio or mobile data terminal, log all appropriate information, and fill requests issued by the Incident Commander responsible for managing the emergency. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the Communications Department and Pharr Public Safety Communications Advisory Committee.

C. Other Services

The Communications Department will log the availability of PPD police units for police request response.

D. Dispatch Staffing

The Communications Department will maintain sole responsibility for staffing the Communications Department. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

E. Equipment and Facility Maintenance

The Communications Department will maintain responsibility for maintenance of the Communications Department and any related equipment or appurtenances. All radio purchases and maintenance agreements shall be the responsibility of PPD

F. Dispatch Policy

The Communications Department will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the Communications. These policies will be reviewed and approved by the Pharr Public Safety Communications Advisory Committee

G. Audit Clause

The Communications Department will allow PPD access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the Communications Department operations and maintenance.

H. Public Information Requests

The Communications Department will process requests for public information as they relate to the Communications Department in accordance to applicable laws and local policies.

III. DUTIES OF PPD

A. Dispatching

PPD units will be responsible for advising the Communications Department when they go in or out of service. PPD shift supervisors will advise the Communications Department of shift assignments by zone or area of coverage. Any special events should be coordinated with the Communications Department by PPD prior to the event.

B. Reimbursement for Fire Dispatching Services

The Communications Department will provide PPD police dispatching services at no cost. Both departments are part of the City of Pharr and therefore the budget process takes care of costs to operate the Communications Department.

C. Capital Improvements

The PPD may participate with any capital improvements to the Communications Department with approval from the City Manager or Deputy City Manager. Capital Improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

IV. TERM AND TERMINATION

- A. The first full Contract Term shall be one (1) year from the date October 1, 2018. This Contract will automatically renew, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:
- Upon PPD giving Communications Department less than thirty (30) days prior notice of its intent to terminate, PPD will reimburse Communications Department for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.

V. MISCELLANEOUS

A. Release

To the extent permitted by the Texas Constitution and Texas State Law, the PPD, its predecessors, successors, and assigns hereby release, relinquish, and discharge the communications department, its predecessors, assigns, legal representatives, and its former, present and future agents, employees, directors and officers from any liability arising out of the sole and/or concurrent negligence of city of Pharr for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the services performed under this contract.

B. Force Majeure

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornados, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either part is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so cause as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

C. Entire Agreement

This contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respects to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City of Pharr, the City Charters and Ordinances of the City of Pharr, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal right and obligations under this Contract without further authorization.

F. Assignment

The PPD shall not assign this Contract at law or otherwise without the prior written consent of the Communications Department.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the Communications Department and PPD only.

H. Notices

Any and all notices or other communications required or permitted to be given pursuant to this Inter-local Agreement shall be in writing and shall be considered properly given if sent by facsimile transmission, or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Pharr Police Department: Andy Harvey, Police Chief

Pharr Public Safety Communications: Daniel Ramirez, Director of Communications

IN WITNESS THEREOF, the undersigned City execute this Agreement as authorized by the respective governing body, as of the day and year first written above

PHARR COMMUNICATIONS DEPARTMENT

PHARR POLICE DEPARTMENT

By: _____

DANIEL RAMIREZ, Director

By: _____

ANDY HARVEY, Police Chief

CITY OF PHARR

By: _____

AMBROSIO HERNANDEZ, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 24, 2020

MEETING DATE: December 7, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Frontera Materials for HMAC, Cold Mix, and Caliche (Flexible Base).

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Frontera Materials for HMAC, Cold Mix, Caliche (Flexible Base). Project #1920-01-517-SP001-001 (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract with Frontera Materials from Elsa, TX, for an additional year with no increase to the original unit price. This will be the second 1 year extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez
Ignacio Amezcua
Anali Alanis
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/24/2020
Approved - 11/24/2020
Approved - 12/4/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

**EXTENSION OF AGREEMENT
FOR HMAC, COLD MIX, AND CALICHE (FLEXIBLE BASE)**

THIS EXTENSION OF AGREEMENT IS FOR HMAC, COLD MIX, AND CALICHE (FLEXIBLE BASE), made and entered into the _____ day _____, 20__ by and between the City of Pharr hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND Frontera Materials, hereinafter referred to as "CONTRACTOR" and having its principal place of business at P.O. Box 1449, Elsa, TX 78543.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for HMAC, Cold Mix, and Caliche (Flexible Base), December 19, 2019 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for HMAC, Cold Mix, and Caliche (Flexible Base) (Items 2-4, 7 & 8) to the CITY on an as-needed basis pursuant to Request for Proposals numbered; Project #1920-01-517-SP001-001 and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of December 19, 2021. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for HMAC, Cold Mix, and Caliche (Flexible Base) has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the CITY of Pharr.

CITY OF PHARR

By: _____
Ed Wylie, Interim City Manager

By: _____
Attest

DATED this 23^d day of November, 2020 by Frontera Materials.

Frontera Materials

By: Barry M Ehlinger

Senior Vice Pres of Operations

Title

Sandra L Ehlinger

Witness

Sandra L Ehlinger

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: December 3, 2020

MEETING DATE: December 7, 2020

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Communications

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Lease Agreement with PTC Holdings, Inc./LEVCOR, INC. for installation of two cameras.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: City needs to install two security cameras for the purpose of security and public safety.

Financial Consideration:

Staff Recommendation: Staff Recommends approval

Alternatives: None are available.

ROUTING:

Patricia Rigney

Daniel Ramirez

Karla Saavedra

City Management Office

Created/Initiated - 12/3/2020

Approved - 12/3/2020

Approved - 12/4/2020

Final Approval - 12/4/2020

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") effective as of the day of _____, 2020, by and between PTC HOLDINGS, LLC/LEVCOR, INC., whose address is 7800 Washington Avenue, Houston, Texas 77007, ("Landlord") and THE CITY OF PHARR, TEXAS, a Home-Ruled municipal corporation of Texas, hereinafter called ("Tenant").

1.01 LEASED AREA

Landlord does hereby lease the following real property and Tenant hereby leases the said real property located at 500 N. Jackson Rd, Pharr, Texas, more specifically described in the attached Exhibit "A."

Hereinafter the leased area is referred to as the "Premises" and the premises are leased unto Tenant in "AS IS" condition. Tenant has inspected the premises and accepts same in said condition.

1.02 TERM OF LEASE AND RENTAL OBLIGATION

TERM: This lease shall be for a term of one (1) year, commencing on _____, 2020. The rent due or owing to Landlord shall be \$1.00 total during the term of the entire lease.

RENEWAL TERM: This agreement will automatically renew for an additional one (1) year term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The agreement terms during any such renewal term will be the same as those contained in this agreement.

TERM EXPIRATION: At the expiration of the term, if agreed upon by both parties, and if there will be no further one-year terms granted, the Landlord will permit the Tenant to enter the premises and remove the two (2) cameras from the Landlord's property.

EQUIPMENT/CAMERAS/SERVICES: The two (2) cameras will be provided by the Tenant, and are considered Tenant's Property. Tenant will install and pay all maintenance fees for the cameras/equipment, including electricity based on usage for each camera.

POSSESSION/ACT OF GOD: The Tenant will not be held liable in case of a direct or indirect occurrence, such as a severe thunderstorm, hurricane, tornado, flashflood, earthquake, and/or any other natural phenomenon that may cause the property, the camera space, all wiring, all cabling, all electrical boxes and all outlets to be damaged.

1.03 NO ASSIGNMENT

Tenant shall not assign this Lease without the prior approval of Landlord. Landlord shall not be able to lease to any other tenant nor have more than one lease on this premise.

1.04 CONSTRUED PURSUANT TO TEXAS LAW

This lease shall be construed under and in accordance with the laws of the State of Texas, is performable in Hidalgo County, Texas, and venue for any litigation which might arise from the Lease shall be in Hidalgo County, Texas.

1.05 BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, and successors.

1.06 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Tenant will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

1.07 HOLDING OVER

If Tenant remains in possession of the premises after the expiration of this lease, whether of the primary term or of any subsequent renewal term, then Tenant shall be deemed to be occupying the premises as a tenant at sufferance on a monthly basis, subject to all obligations specified in this lease.

1.08 NOTICES

Any and all notices required to be sent by one party to the other shall be sent either by certified mail, return receipt requested, or by fax, or by both, and addressed to the respective party as follows:

LANDLORD:

PTC HOLDINGS, LLC
LEVCOR, INC.
C/O Joan Hoag
7800 Washington Ave.
Houston, Texas 77007

TENANT:

CITY OF PHARR
C/O ED WYLIE
118 S. Cage Blvd.
Pharr, Texas 78577

1.09 ENTIRE AGREEMENT

This Lease, including Exhibit A, constitutes the entire agreement of the parties. Paragraph captions in this Lease are for convenience of reading only, and do not limit nor amplify the provisions of the lease.

1.10 INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

1.11 BINDING NATURE

This Agreement shall not be binding upon the parties until it is approved and executed by all parties.

1.12 INVALIDITY AND SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

1.13 TERMINOLOGY AND DEFINITIONS

All pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

1.14 JURISDICTION

Any and all suits for any and every breach of this Agreement shall be instituted and maintained in Hidalgo County, Texas.

1.15 LAWS OF TEXAS

This Agreement shall be governed and construed in accordance with the laws of the State of Texas with venue in Hidalgo County, Texas.

1.16 MODIFICATION OF AGREEMENT

No changes to this Agreement shall be made except upon written agreement of all parties. All modifications to this Agreement shall be in the form of Amendments signed by both parties hereto.

1.17 APPLICABILITY

This Agreement shall inure solely to the benefit of the parties hereto and not to any third party recipients or suppliers of services.

1.18 RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreements or any amendments or exhibits thereto.

1.19 MULTIPLE ORIGINALS

This Agreement, along with any exhibits, may be executed in multiple originals and each shall be of equal authority.

LANDLORD

TENANT

PTC HOLDINGS, LLC/LEVCOR, INC.

CITY OF PHARR
A Texas Municipal Corporation

By: _____
Joan Hoag, Executive Vice President

By: _____
Ed Wylie, Interim City Manager

ATTEST:

Hilda Pedraza, City Secretary

Approved as to Form:

Patricia A. Rigney, City Attorney

MASTER PLAN SIGN LOCATION

DEVELOPMENT STORIES		ADJACENT TO CITY OF PHOENIX, TEXAS	
STORY	STORY	STORY	STORY
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

PTZ CAMERA LOCATION

PTZ CAMERA LOCATION

SITE PLAN

PHARR TOWN CENTER
PRELIMINARY STUDY
N. JACKSON ROAD & U.S. HIGHWAY 281
CITY OF PHARR, TEXAS
DATE: 07/20/2011

LEVINSOHN-ALCOCK
ARCHITECTS, P.C.
1100 WEST 10TH STREET, SUITE 100
PHARR, TEXAS 77566
TEL: 361-422-1100
WWW.LEVINSOHN-ALCOCK.COM

LEVINSOHN-ALCOCK
ARCHITECTS, P.C.
1100 WEST 10TH STREET, SUITE 100
PHARR, TEXAS 77566
TEL: 361-422-1100
WWW.LEVINSOHN-ALCOCK.COM



Pharr Town Center

Academy
SPORTS+OUTDOORS

MAIN EVENT
ENTERTAINMENT

T.J. maxx

buybuy BABY

BEALLS

COST PLUS
WORLD MARKET

ROSS DRESS
FOR LESS

JO-ANN

five BELOW

Pharr Town Center

CINEMARK
Extreme Digital Cinema

MAIN EVENT
ENTERTAINMENT

Academy
SPORTS+OUTDOORS

TJ-maxx

BEALLS

buybuy BABY

COST PLUS
WORLD MARKET

ROSS DRESS
FOR LESS

FIVE BELOW

GRAND CHINA
BUFFET

sears
APPLIANCES & MATTRESSES

JO-ANN

[Blank sign section]

CBRE
FOR
INP
JOIN
\$9.9



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, from the list of qualified firms, for the Design of the Veterans Rd./Hike & Bike Expansion Project

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Prepare reimbursement packages to TXDOT for six (6) parcels of land the City of Pharr acquired for the widening of Owassa Rd. from Jackson Rd. to Expressway 281 frontage rd.(Project #1920-01-528-S013-001 (Rotation List))

Financial Consideration:

Staff Recommendation: Staff recommends authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, from the list of qualified firms, for the Design of the Veterans Rd./Hike & Bike Expansion Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/2/2020

Omar Anzaldua

Approved - 12/2/2020

Ignacio Amezcua

Approved - 12/2/2020

Karla Saavedra

Approved - 12/4/2020

Patricia Rigney

Approved - 12/4/2020

City Management Office

Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 7, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on sales contract for 321 S. Cage Blvd.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes

Reason: Real Estate

Issue: Will be discussed in Executive Session

Financial Consideration:

Staff Recommendation: Approval

Alternatives: None

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: December 3, 2020

MEETING DATE: December 7, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on second amendment to the CARES Act Interlocal Cooperation Agreement between the County of Hidalgo, Texas and City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Approve second amendment to the CARES Act Interlocal Cooperation Agreement between the County of Hidalgo, Texas and City of Pharr.

Financial Consideration:

Staff Recommendation: Approval of Second Amendment to Interlocal Agreement with County of Hidalgo.

Alternatives: N/A

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 12/3/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

STATE OF TEXAS §

COUNTY OF HIDALGO §

**SECOND AMENDMENT TO THE
CARES ACT INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND CITIES IN HIDALGO COUNTY**

THIS AMENDMENT (“Amendment”) TO THE CARES ACT INTERLOCAL COOPERATION AGREEMENT between the COUNTY OF HIDALGO, TEXAS (“County”) and the CITIES in HIDALGO COUNTY (“Cities”), is made and entered effective November 24, 2020, between the County and Cities, collectively referred to as the (“Parties”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Ch. 791, et seq, Texas Government Code, as follows:

WHEREAS, on or about March 27, 2020, the United States Federal Government passed the Coronavirus Aid Relief and Economic Security Act (“CARES Act”), including the Coronavirus Relief Fund (“CRFund”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, the Hidalgo County Commissioners Court approved the Cares Act Interlocal Cooperation Agreement (“Agreement”) on or about June 23, 2020, wherein the County entered into an Interlocal with the Cities to allow for the disbursement of CRFund monies received by County from the U.S. Department of Treasury; and

WHEREAS, the Parties and their constituents continue to be affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter provided to allow for additional time of the Cities to submit revised budgets consideration and approval and for the allocation of additional time in which the Cities are to expend their designated funds and submit final reports and requests for reimbursement;

NOW THEREFORE, for the purposes stated herein, the Parties hereby agree to the following amendments to the Agreement:

1. Section 3.2 of the Agreement is amended to allow additional time for Cities to expend designated funds by December 1, 2020. Failure to expend the designated funds by December 1, 2020, may result in re-programming and/or reallocation of CRFunds by County.

2. Section 3.7 of the Agreement is amended to allow additional time for Cities to submit revised budgets for review and approval by County, as noted below:

“3.7 Upon demonstration of additional need or change in circumstance related to the COVID-19 public health emergency, the County will review all requests for Budget increases on or before December 1, 2020.”

3. As County has agreed to extend the performance period for the Agreement as stated in §3.2., Section 6.2 is therefore amended to allow for the submission of final Cost Reimbursement Forms and supporting documentation by December 1, 2020.
4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the Parties ratify and confirm the terms and provisions of the Agreement as amended.

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

Approved by the Hidalgo County Commissioners Court on November 24, 2020.

APPROVAL FOR COUNTY:

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

APPROVAL FOR CITIES:

CITY OF PHARR

Mayor

Attest:

City Secretary