



**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 21, 2020**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

In accordance with social distancing guidelines, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of community, city staff, and city council. The meeting will be held via videoconference and broadcast at <http://www.pharr-tx.gov>

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

3. PUBLIC HEARINGS: (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 presiding 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.

A) Public Hearing on Development Services Cases.

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

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

B) Submission of Tax Collection Report for November 2020.

C) Submission of Delinquent Tax Collection Report for Fiscal Year 2019-2020.

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

A) Consideration and action on ratifying Resolution R-2020-65 in support of the Hidalgo County 365 Loop Project. (ADMINISTRATION)

B) Consideration and action on adopting the Tuition Reimbursement Program Policy. (HR)

C) Consideration and action on Development Services Cases:

1. Maria DeLeon has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single-Family Residential District (R-1). The property is legally described as being Lots 15 and 16, Block 5, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 118 East Bell Ave. **COZ#201146** (DEVELOPMENT SERVICES)

2. Lucina G. Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being Lot 207, Villa de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6705 South Jackson Road. **CUP#201148** (DEVELOPMENT SERVICES)

3. 956 Night Life, LLC, d/b/a El Rodeo Bar & Grill, has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road. **CUP#201147** (DEVELOPMENT SERVICES)

4. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630** (DEVELOPMENT SERVICES)

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5. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. **CUP#131046** (DEVELOPMENT SERVICES)

6. Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169** (DEVELOPMENT SERVICES)

7. Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83. **CUP#171165** (DEVELOPMENT SERVICES)

D) PLATS:

1. Atlas Consultants, representing Ramiro J. Elizondo is requesting final plat approval of the proposed Elizondo Estates Subdivision. The property is legally described as a Re-plat of the West 120 feet of Lots 1 and 2, Block 9, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 7400 Block of South Cage Boulevard. **SUB#190308** (DEVELOPMENT SERVICES)

2. Melden & Hunt Inc., representing the City of Pharr, is requesting preliminary and final plat approval of the proposed North Side Community Center Subdivision. The property is legally described as being a 8.27 acres consisting of 5.00 acres out of Lot 98, Kelly-Pharr Subdivision and 3.27 acres out of Lot 1, Plaza Sport Center Phase I, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of E. Nolana Loop. **SUB#201134** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) 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. **(3rd and Final Reading)** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Sign Ordinance O-2014-14. **(2nd Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution appointing/re-appointing a Representative and an Alternate for Amigos Del Valle Board of Directors for Fiscal Year 2020-2021. (ADMINISTRATION)

AGENDA REGULAR MEETING
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D) Consideration and action, if any, on Resolution appointing one (1) member to the Parks and Recreation Advisory Board. (PARKS)

E) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the West Hi-Line Road, Jackson Road to Cage Boulevard, CSJ 0921-02-376 (ENGINEERING)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on reconciliation Change Order No. 3 in the amount of \$11,515.89 and final acceptance of the International Bridge Expansion & Renovations Project with International Consulting Engineers. and release of final payment and retainage in the amount of \$71,419.88. (ENGINEERING)

B) Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$40,370.00 and final acceptance of the Hike & Bike Sewer Adjustment and Lift Station No.1 Force Main Diversion Project with Ferguson Service Systems Inc. and release of final payment and retainage in the amount of \$13,213.75 (ENGINEERING)

C) Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$55,727.68 and an increase of 60 calendar days to the contract time for the City of Pharr/PSJA Aquatic Facility Project (ENGINEERING)

D) Consideration and action, if any, on final acceptance of the Design/Build Downtown Light Improvement Project with International Consulting Engineers. and release of final payment and retainage in the amount of \$40,438.85. (ENGINEERING)

E) Consideration and action, if any, amending the Professional Engineering Rotation List for Structural Engineering Projects. (ENGINEERING)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding between Texas Tropical Behavioral Health and the Pharr Police Department to collaborate to better serve the mental health consumer in crisis. (POLICE)

B) Consideration and action, if any, authorizing City Manager to award proposal for the FY 2020-2021 Capital Lease Financing to Banc of America. (FINANCE)

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C) Consideration and action, if any, on renewal of Interlocal agreement between the Pharr Police Department and South Texas Auto Theft Task Force. (POLICE)

D) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Upper Valley Materials dba CAPA from Palmview, TX for HMAC, Cold Mix, and Caliche (Flexible Base)(Item 1). (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Vulcan Construction Materials from San Antonio, TX for HMAC, Cold Mix, Caliche (Flexible Base)(Item 5 & 6). (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with North Lean dba Printex Express from Pharr, TX for Fire Department Active Wear. (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to award Construction Contract for the Expressway 83 Elevated Storage Tank Rehabilitation Project (ENGINEERING)

H) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with a Construction Manager for Nursing Facility and Texan Hotel projects. (ADMINISTRATION)

I) Consideration and action, if any, on renewal of Camera Services Agreement between the City of Pharr International Bridge and Inmobiliaria Jugas, S.A. de C.V. (BRIDGE)

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

AGENDA REGULAR MEETING
December 21, 2020

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 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 18th day of December 2020 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 18th day of December 2020.




HILDA PEDRAZA, TRMC, CMC
CITY CLERK

AGENDA REGULAR MEETING
December 21, 2020

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: December 16, 2020

MEETING DATE: December 21, 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.)

Issue:

Project Name:

Budgeted Item:

Amount Budgeted:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera

Created/Initiated - 12/16/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 14, 2020

MEETING DATE: December 21, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

Classification: Regular

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

Issue:

SALES TAX HIGHLIGHTS

City of Pharr shows an INCREASE of 5.68% YTD TRUE GROWTH compared to last Year 2019 and an INCREASE of 21.55% in collected payment compared to last November 2019.

Please feel free to contact me should the need arise, I am at extension 1907.
THANK YOU

Project Name: n/a

Budgeted Item:
n/a

Amount Budgeted:
n/a

Fiscal Consideration:
n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

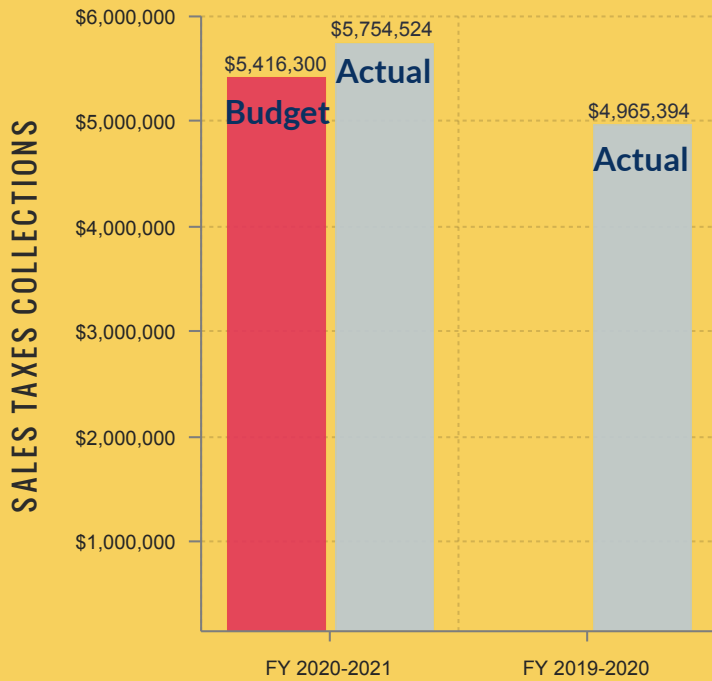
Karla Saavedra
Edward Wylie

Created/Initiated - 12/14/2020
Final Approval - 11/13/2020



CITY OF PHARR SALES TAXES

December 2020 FY 2020-2021



6.02%*YTD

Increase in Sales Tax from Last Year**

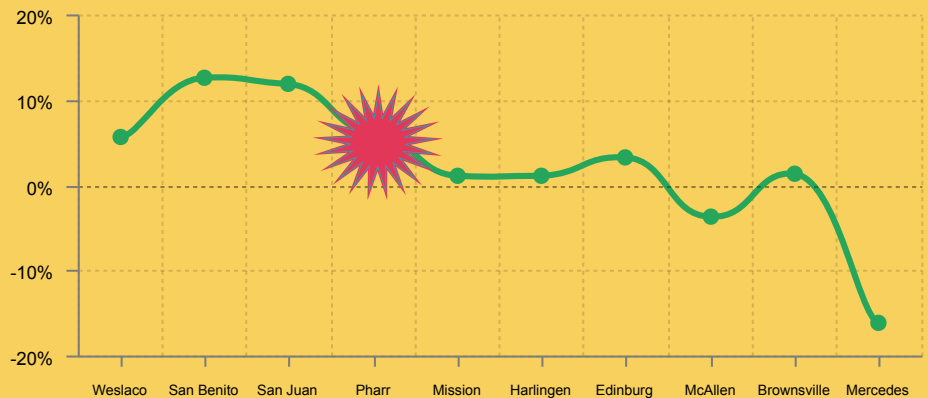


9.79%

Compared to December 2019 Sales Collections

Ranked No. 3

compared to neighbor Cities



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

**Growth is based on Calendar Year per Texas State Comptroller

CREATED BY
Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED:

MEETING DATE: December 21, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

Classification: Regular

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

Issue: Current Collections

Current Tax Collections as of September 2020 are \$21,488,894 or 96.07% collected out of this Year's Levy . This is 0.13% decrease compared to last year .

Delinquent Tax

Delinquent Tax Collections as of September 2020 are \$587,981 which is 24.04% collected out of previous year's tax rolls. This is a decrease of -1.45% compared to last year.

Project Name:

Property Tax Collection Report-November 2020

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Karla Saavedra

Created -

City Management Office

Final Approval - 12/18/2020

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

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	23,908,465.77	1,788,096.41	-	355,766.89	22,476,136.25	7.37%	7.84%
2019 & PRIOR YRS	2,737,130.81	136,145.92		(11,359.22)	2,589,625.67	4.99%	5.56%
ROLLBACK	14,669.19	2,901.82	-	(5,126.20)	6,641.17	30.41%	0.00%
TOTALS	26,660,265.77	1,927,144.15	-	339,281.47	25,072,403.09		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	1,494,832.75	(8,960.59) CURRENT
CURRENT YEAR-P&I		
PRIOR YEARS-BASE TAX	66,349.31	(755.23) PRIOR
PRIOR YEARS-P&I	20,437.47	
ROLLBACK	2,901.82	ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	12,114.44	PURGED
TOTAL COLLECTIONS	1,596,635.79	(9,715.82)
LESS TRANSFERRED	1,167,633.14	
LESS IN TRANSIT	423,027.26	
LESS DUE TO HCAD COMM. FEE	187.39	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

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

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

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF DECEMBER 2020 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



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

<u>AD VALOREM - CITY OF PHARR</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>DIFFERENCE</u>
<u>2020 CURRENT</u>			
ORIGINAL LEVY	23,908,465.77	22,493,508.68	1,414,957.09
MODIFICATIONS	355,766.89	(28,840.79)	384,607.68
CURRENT LEVY	24,264,232.66	22,464,667.89	1,799,564.77
CURRENT COLLECTIONS THIS MONTH	1,494,832.75	1,267,821.32	227,011.43
CURRENT COLLECTIONS TO DATE	1,788,096.08	1,760,693.69	27,402.39
OUTSTANDING TO DATE	22,476,136.58	20,703,974.20	1,772,162.38
PERCENT COLLECTED/ORIGINAL	7.48%	7.83%	-0.35%
PERCENT COLLECTED/MODIFIED	7.37%	7.84%	-0.47%
TOTAL COLLECTIONS FISCAL YEAR	1,788,096.08	1,760,693.69	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,737,130.81	2,556,147.78	180,983.03
MODIFICATIONS	(11,359.22)	(7,191.88)	(4,167.34)
DELINQUENT LEVY	2,725,771.59	2,548,955.90	176,815.69
DELINQUENT COLLECTIONS THIS MONTH	66,349.31	62,716.66	3,632.65
DELINQUENT COLLECTIONS TO DATE	136,145.92	141,815.64	(5,669.72)
OUTSTANDING TO DATE	2,589,625.67	2,407,140.26	182,485.41
PERCENT COLLECTED/ORIGINAL	4.97%	5.55%	-0.58%
PERCENT COLLECTED/MODIFIED	4.99%	5.56%	-0.57%
TOTAL COLLECTIONS FISCAL YEAR	136,145.92	141,815.64	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	14,669.19	96,895.20	(82,226.01)
MODIFICATIONS	(5,126.20)	0.00	(5,126.20)
ROLLBACK LEVY	9,542.99	96,895.20	(87,352.21)
ROLLBACK COLLECTIONS THIS MONTH	2,901.82	0.00	2,901.82
ROLLBACK COLLECTIONS TO DATE	2,901.82	0.00	2,901.82
OUTSTANDING TO DATE	6,641.17	96,895.20	(90,254.03)
PERCENT COLLECTED/ORIGINAL	19.78%	0.00%	19.78%
PERCENT COLLECTED/MODIFIED	30.41%	0.00%	30.41%
TOTAL COLLECTIONS FISCAL YEAR	2,901.82	0.00	

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

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEES	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
3-Nov	54,682.74				2,647.81	645.99			494.06		58,470.60		58,470.60	
4-Nov	73,665.57				2,564.05	687.33			487.60		77,404.55		77,404.55	
5-Nov	78,833.25				1,542.05	420.50			290.88		81,086.68	211,173.83	(130,087.15)	12-Nov
6-Nov	87,084.80				3,966.58	1,204.19			682.59		92,938.16	92,938.16	-	13-Nov
8-Nov	(158.98)				(182.53)						(341.51)		(341.51)	SUPP
9-Nov	150,096.68				2,625.00	703.14			464.62		153,889.44	153,547.93	341.51	16-Nov
9-Nov							2,901.82				2,901.82	2,901.82	-	16-Nov
10-Nov	121,687.84				3,414.13	768.56			628.17		126,498.70	126,498.70	-	17-Nov
12-Nov	96,623.83				5,041.47	1,502.45			835.89		104,003.64	104,003.64	-	18-Nov
13-Nov	70,191.76				6,198.33	1,506.56			1,140.33		79,036.98	79,036.98	-	19-Nov
16-Nov	69,567.95				4,482.17	2,787.15			1,041.22		77,878.49	77,878.49	(0.00)	20-Nov
17-Nov	124,387.91				3,605.54	846.83			464.34		129,304.62	129,304.62	-	23-Nov
18-Nov	61,012.60				859.47	188.94			148.44		62,209.45	62,209.45	0.00	24-Nov
19-Nov	54,836.45				3,070.02	814.82			545.18		59,266.47	59,266.47	(0.00)	25-Nov
20-Nov	64,088.38				3,259.60	933.10			591.97		68,873.05	68,873.05	-	27-Nov
23-Nov	71,174.96				2,410.22	905.11			464.95		74,955.24	74,955.24	-	1-Dec
24-Nov	143,626.21				3,959.77	1,039.66			679.28		149,304.92	149,304.92	(0.00)	2-Dec
25-Nov	81,351.89				11,095.05	3,202.24			2,024.91		97,674.09	97,674.09	0.00	3-Dec
30-Nov	92,078.91				5,790.58	2,280.90			1,130.01		101,280.40	101,093.01	187.39	
											-		-	
											-		-	
											-		-	
											-		-	
											-		-	
TTL	1,494,832.75	0.00	0.00	0.00	66,349.31	20,437.47	2,901.82	0.00	12,114.44	0.00	1,596,635.79	1,590,660.40	5,975.39	

OVERALL TOTAL	1,596,635.79
LESS REFUNDS	0.00
LESS HCAD COMM FEES	187.39
LESS COMM/COST	5,788.00
BALANCE	<u>1,590,660.40</u>
LESS TRANSFERRED	1,167,633.14
LESS TRANSF IN TRANSIT	<u>423,027.26</u>
BALANCE PENDING	0.00

12/02/2020 14:55:18 3637924
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 11/01/2020 THRU 11/30/2020
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 41
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	1,181,326.12	.00	.00	54,419.22-	1,126,906.90	.00	.00	.00	1,181,326.12
	I & S	.150500	313,506.63	.00	.00	14,442.06-	299,064.57	.00	.00	.00	313,506.63
	TOTAL	.717600	1,494,832.75	.00	.00	68,861.28-	1,425,971.47	.00	.00	.00	1,494,832.75
2019	M & O	.567100	38,320.19	.00	8,058.12	1,657.09-	44,721.22	8,411.47	.00	.00	54,789.78
	I & S	.150500	10,169.61	.00	2,138.43	439.76-	11,868.28	.00	.00	.00	12,308.04
	TOTAL	.717600	48,489.80	.00	10,196.55	2,096.85-	56,589.50	8,411.47	.00	.00	67,097.82
2018	M & O	.567100	6,263.04	.00	1,890.75	.00	8,153.79	1,225.16	.00	.00	9,378.95
	I & S	.081900	904.47	.00	273.06	.00	1,177.53	.00	.00	.00	1,177.53
	TOTAL	.649000	7,167.51	.00	2,163.81	.00	9,331.32	1,225.16	.00	.00	10,556.48
2017	M & O	.567100	2,813.34	.00	1,196.40	.00	4,009.74	639.33	.00	.00	4,649.07
	I & S	.081900	406.31	.00	172.79	.00	579.10	.00	.00	.00	579.10
	TOTAL	.649000	3,219.65	.00	1,369.19	.00	4,588.84	639.33	.00	.00	5,228.17
2016	M & O	.582100	1,704.86	.00	908.49	.00	2,613.35	404.44	.00	.00	3,017.79
	I & S	.071900	210.58	.00	112.20	.00	322.78	.00	.00	.00	322.78
	TOTAL	.654000	1,915.44	.00	1,020.69	.00	2,936.13	404.44	.00	.00	3,340.57
2015	M & O	.582100	1,464.28	.00	988.69	.00	2,452.97	394.54	.00	.00	2,847.51
	I & S	.071900	180.85	.00	122.12	.00	302.97	.00	.00	.00	302.97
	TOTAL	.654000	1,645.13	.00	1,110.81	.00	2,755.94	394.54	.00	.00	3,150.48
2014	M & O	.608100	657.67	.00	479.82	.00	1,137.49	168.66	.00	.00	1,306.15
	I & S	.071900	77.76	.00	56.74	.00	134.50	.00	.00	.00	134.50
	TOTAL	.680000	735.43	.00	536.56	.00	1,271.99	168.66	.00	.00	1,440.65
2013	M & O	.605000	331.86	.00	295.01	.00	626.87	81.97	.00	.00	708.84
	I & S	.075000	41.14	.00	36.56	.00	77.70	.00	.00	.00	77.70
	TOTAL	.680000	373.00	.00	331.57	.00	704.57	81.97	.00	.00	786.54
2012	M & O	.602600	695.03	.00	725.83	.00	1,420.86	200.61	.00	.00	1,621.47
	I & S	.077400	89.28	.00	93.22	.00	182.50	.00	.00	.00	182.50
	TOTAL	.680000	784.31	.00	819.05	.00	1,603.36	200.61	.00	.00	1,803.97
2011	M & O	.602100	179.65	.00	207.43	.00	387.08	63.34	.00	.00	450.42
	I & S	.077900	23.25	.00	26.83	.00	50.08	.00	.00	.00	50.08
	TOTAL	.680000	202.90	.00	234.26	.00	437.16	63.34	.00	.00	500.50
2010	M & O	.601800	308.71	.00	333.51	.00	642.22	60.93	.00	.00	703.15
	I & S	.078200	40.11	.00	43.34	.00	83.45	.00	.00	.00	83.45
	TOTAL	.680000	348.82	.00	376.85	.00	725.67	60.93	.00	.00	786.60
2009	M & O	.601800	334.28	.00	367.85	.00	702.13	74.88	.00	.00	777.01
	I & S	.078200	43.45	.00	47.81	.00	91.26	.00	.00	.00	91.26
	TOTAL	.680000	377.73	.00	415.66	.00	793.39	74.88	.00	.00	868.27

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TAX COLLECTION SYSTEM
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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	297.32	.00	405.62	.00	702.94	95.04	.00	.00	797.98
	I & S	.078910	38.91	.00	53.08	.00	91.99	.00	.00	.00	91.99
	TOTAL	.681850	336.23	.00	458.70	.00	794.93	95.04	.00	.00	889.97
2007	M & O	.596130	161.30	.00	241.91	.00	403.21	62.48	.00	.00	465.69
	I & S	.086990	23.53	.00	35.30	.00	58.83	.00	.00	.00	58.83
	TOTAL	.683120	184.83	.00	277.21	.00	462.04	62.48	.00	.00	524.52
2006	M & O	.593130	104.70	.00	186.37	.00	291.07	50.29	.00	.00	341.36
	I & S	.089990	15.89	.00	28.28	.00	44.17	.00	.00	.00	44.17
	TOTAL	.683120	120.59	.00	214.65	.00	335.24	50.29	.00	.00	385.53
2005	M & O	.593130	135.32	.00	249.05	.00	384.37	61.60	.00	.00	445.97
	I & S	.089990	20.54	.00	37.80	.00	58.34	.00	.00	.00	58.34
	TOTAL	.683120	155.86	.00	286.85	.00	442.71	61.60	.00	.00	504.31
2004	M & O	.601650	134.48	.00	271.66	.00	406.14	59.25	.00	.00	465.39
	I & S	.081470	18.21	.00	36.78	.00	54.99	.00	.00	.00	54.99
	TOTAL	.683120	152.69	.00	308.44	.00	461.13	59.25	.00	.00	520.38
2003	M & O	.596220	42.59	.00	88.15	.00	130.74	17.70	.00	.00	148.44
	I & S	.086900	6.21	.00	12.85	.00	19.06	.00	.00	.00	19.06
	TOTAL	.683120	48.80	.00	101.00	.00	149.80	17.70	.00	.00	167.50
2002	M & O	.590210	24.16	.00	54.62	.00	78.78	13.82	.00	.00	92.60
	I & S	.099790	4.09	.00	9.23	.00	13.32	.00	.00	.00	13.32
	TOTAL	.690000	28.25	.00	63.85	.00	92.10	13.82	.00	.00	105.92
2000	M & O	.533960	19.84	.00	49.59	.00	69.43	12.53	.00	.00	81.96
	I & S	.108350	4.02	.00	10.06	.00	14.08	.00	.00	.00	14.08
	TOTAL	.642310	23.86	.00	59.65	.00	83.51	12.53	.00	.00	96.04
1999	M & O	.529360	15.73	.00	37.94	.00	53.67	9.33	.00	.00	63.00
	I & S	.112950	3.36	.00	8.10	.00	11.46	.00	.00	.00	11.46
	TOTAL	.642310	19.09	.00	46.04	.00	65.13	9.33	.00	.00	74.46
1996	M & O	.516090	16.68	.00	39.64	.00	56.32	7.07	.00	.00	63.39
	I & S	.083910	2.71	.00	6.44	.00	9.15	.00	.00	.00	9.15
	TOTAL	.600000	19.39	.00	46.08	.00	65.47	7.07	.00	.00	72.54
ALL	M & O		1,235,351.15	.00	17,076.45	56,076.31-	1,196,351.29	12,114.44	.00	.00	1,264,542.04
ALL	I & S		325,830.91	.00	3,361.02	14,881.82-	314,310.11	.00	.00	.00	329,191.93
ALL	TOTAL		1,561,182.06	.00	20,437.47	70,958.13-	1,510,661.40	12,114.44	.00	.00	1,593,733.97

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		54,025.03	.00	17,076.45	1,657.09-	69,444.39	12,114.44	.00	.00	83,215.92
DLQ	I & S		12,324.28	.00	3,361.02	439.76-	15,245.54	.00	.00	.00	15,685.30
DLQ	TOTAL		66,349.31	.00	20,437.47	2,096.85-	84,689.93	12,114.44	.00	.00	98,901.22
CURR	M & O		1,181,326.12	.00	.00	54,419.22-	1,126,906.90	.00	.00	.00	1,181,326.12
CURR	I & S		313,506.63	.00	.00	14,442.06-	299,064.57	.00	.00	.00	313,506.63
CURR	TOTAL		1,494,832.75	.00	.00	68,861.28-	1,425,971.47	.00	.00	.00	1,494,832.75

TAX COLLECTION SYSTEM
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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	1,181,326.12	.00	.00	54,419.22-	1,126,906.90	.00	.00	.00	1,181,326.12
	I & S	.150500	313,506.63	.00	.00	14,442.06-	299,064.57	.00	.00	.00	313,506.63
	TOTAL	.717600	1,494,832.75	.00	.00	68,861.28-	1,425,971.47	.00	.00	.00	1,494,832.75
2019	M & O	.567100	38,320.19	.00	8,058.12	1,657.09-	44,721.22	8,411.47	.00	.00	54,789.78
	I & S	.150500	10,169.61	.00	2,138.43	439.76-	11,868.28	.00	.00	.00	12,308.04
	TOTAL	.717600	48,489.80	.00	10,196.55	2,096.85-	56,589.50	8,411.47	.00	.00	67,097.82
2018	M & O	.567100	7,567.40	.00	1,890.75	.00	9,458.15	1,225.16	.00	.00	10,683.31
	I & S	.081900	1,092.84	.00	273.06	.00	1,365.90	.00	.00	.00	1,365.90
	TOTAL	.649000	8,660.24	.00	2,163.81	.00	10,824.05	1,225.16	.00	.00	12,049.21
2017	M & O	.567100	4,044.61	.00	1,196.40	.00	5,241.01	639.33	.00	.00	5,880.34
	I & S	.081900	584.13	.00	172.79	.00	756.92	.00	.00	.00	756.92
	TOTAL	.649000	4,628.74	.00	1,369.19	.00	5,997.93	639.33	.00	.00	6,637.26
2016	M & O	.582100	1,704.86	.00	908.49	.00	2,613.35	404.44	.00	.00	3,017.79
	I & S	.071900	210.58	.00	112.20	.00	322.78	.00	.00	.00	322.78
	TOTAL	.654000	1,915.44	.00	1,020.69	.00	2,936.13	404.44	.00	.00	3,340.57
2015	M & O	.582100	1,464.28	.00	988.69	.00	2,452.97	394.54	.00	.00	2,847.51
	I & S	.071900	180.85	.00	122.12	.00	302.97	.00	.00	.00	302.97
	TOTAL	.654000	1,645.13	.00	1,110.81	.00	2,755.94	394.54	.00	.00	3,150.48
2014	M & O	.608100	657.67	.00	479.82	.00	1,137.49	168.66	.00	.00	1,306.15
	I & S	.071900	77.76	.00	56.74	.00	134.50	.00	.00	.00	134.50
	TOTAL	.680000	735.43	.00	536.56	.00	1,271.99	168.66	.00	.00	1,440.65
2013	M & O	.605000	331.86	.00	295.01	.00	626.87	81.97	.00	.00	708.84
	I & S	.075000	41.14	.00	36.56	.00	77.70	.00	.00	.00	77.70
	TOTAL	.680000	373.00	.00	331.57	.00	704.57	81.97	.00	.00	786.54
2012	M & O	.602600	695.03	.00	725.83	.00	1,420.86	200.61	.00	.00	1,621.47
	I & S	.077400	89.28	.00	93.22	.00	182.50	.00	.00	.00	182.50
	TOTAL	.680000	784.31	.00	819.05	.00	1,603.36	200.61	.00	.00	1,803.97
2011	M & O	.602100	179.65	.00	207.43	.00	387.08	63.34	.00	.00	450.42
	I & S	.077900	23.25	.00	26.83	.00	50.08	.00	.00	.00	50.08
	TOTAL	.680000	202.90	.00	234.26	.00	437.16	63.34	.00	.00	500.50
2010	M & O	.601800	308.71	.00	333.51	.00	642.22	60.93	.00	.00	703.15
	I & S	.078200	40.11	.00	43.34	.00	83.45	.00	.00	.00	83.45
	TOTAL	.680000	348.82	.00	376.85	.00	725.67	60.93	.00	.00	786.60
2009	M & O	.601800	334.28	.00	367.85	.00	702.13	74.88	.00	.00	777.01
	I & S	.078200	43.45	.00	47.81	.00	91.26	.00	.00	.00	91.26
	TOTAL	.680000	377.73	.00	415.66	.00	793.39	74.88	.00	.00	868.27

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	297.32	.00	405.62	.00	702.94	95.04	.00	.00	797.98
	I & S	.078910	38.91	.00	53.08	.00	91.99	.00	.00	.00	91.99
	TOTAL	.681850	336.23	.00	458.70	.00	794.93	95.04	.00	.00	889.97
2007	M & O	.596130	161.30	.00	241.91	.00	403.21	62.48	.00	.00	465.69
	I & S	.086990	23.53	.00	35.30	.00	58.83	.00	.00	.00	58.83
	TOTAL	.683120	184.83	.00	277.21	.00	462.04	62.48	.00	.00	524.52
2006	M & O	.593130	104.70	.00	186.37	.00	291.07	50.29	.00	.00	341.36
	I & S	.089990	15.89	.00	28.28	.00	44.17	.00	.00	.00	44.17
	TOTAL	.683120	120.59	.00	214.65	.00	335.24	50.29	.00	.00	385.53
2005	M & O	.593130	135.32	.00	249.05	.00	384.37	61.60	.00	.00	445.97
	I & S	.089990	20.54	.00	37.80	.00	58.34	.00	.00	.00	58.34
	TOTAL	.683120	155.86	.00	286.85	.00	442.71	61.60	.00	.00	504.31
2004	M & O	.601650	134.48	.00	271.66	.00	406.14	59.25	.00	.00	465.39
	I & S	.081470	18.21	.00	36.78	.00	54.99	.00	.00	.00	54.99
	TOTAL	.683120	152.69	.00	308.44	.00	461.13	59.25	.00	.00	520.38
2003	M & O	.596220	42.59	.00	88.15	.00	130.74	17.70	.00	.00	148.44
	I & S	.086900	6.21	.00	12.85	.00	19.06	.00	.00	.00	19.06
	TOTAL	.683120	48.80	.00	101.00	.00	149.80	17.70	.00	.00	167.50
2002	M & O	.590210	24.16	.00	54.62	.00	78.78	13.82	.00	.00	92.60
	I & S	.099790	4.09	.00	9.23	.00	13.32	.00	.00	.00	13.32
	TOTAL	.690000	28.25	.00	63.85	.00	92.10	13.82	.00	.00	105.92
2000	M & O	.533960	19.84	.00	49.59	.00	69.43	12.53	.00	.00	81.96
	I & S	.108350	4.02	.00	10.06	.00	14.08	.00	.00	.00	14.08
	TOTAL	.642310	23.86	.00	59.65	.00	83.51	12.53	.00	.00	96.04
1999	M & O	.529360	15.73	.00	37.94	.00	53.67	9.33	.00	.00	63.00
	I & S	.112950	3.36	.00	8.10	.00	11.46	.00	.00	.00	11.46
	TOTAL	.642310	19.09	.00	46.04	.00	65.13	9.33	.00	.00	74.46
1996	M & O	.516090	16.68	.00	39.64	.00	56.32	7.07	.00	.00	63.39
	I & S	.083910	2.71	.00	6.44	.00	9.15	.00	.00	.00	9.15
	TOTAL	.600000	19.39	.00	46.08	.00	65.47	7.07	.00	.00	72.54
ALL	M & O		1,237,886.78	.00	17,076.45	56,076.31-	1,198,886.92	12,114.44	.00	.00	1,267,077.67
ALL	I & S		326,197.10	.00	3,361.02	14,881.82-	314,676.30	.00	.00	.00	329,558.12
ALL	TOTAL		1,564,083.88	.00	20,437.47	70,958.13-	1,513,563.22	12,114.44	.00	.00	1,596,635.79

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		56,560.66	.00	17,076.45	1,657.09-	71,980.02	12,114.44	.00	.00	85,751.55
DLQ	I & S		12,690.47	.00	3,361.02	439.76-	15,611.73	.00	.00	.00	16,051.49
DLQ	TOTAL		69,251.13	.00	20,437.47	2,096.85-	87,591.75	12,114.44	.00	.00	101,803.04
CURR	M & O		1,181,326.12	.00	.00	54,419.22-	1,126,906.90	.00	.00	.00	1,181,326.12
CURR	I & S		313,506.63	.00	.00	14,442.06-	299,064.57	.00	.00	.00	313,506.63
CURR	TOTAL		1,494,832.75	.00	.00	68,861.28-	1,425,971.47	.00	.00	.00	1,494,832.75

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 11/01/2020 TO 11/30/2020

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	00.717600	24,264,232.66	4,038
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2020	23,908,465.77	8,960.59-	355,766.89	1,494,832.75	1,788,096.41	22,476,136.25	7.37	0.00
2019	879,229.02	1,231.65-	11,792.78-	48,489.80	99,699.09	767,737.15	11.49	0.00
2018	350,539.61	214.06	151.35-	7,167.51	16,968.52	333,419.74	4.84	0.00
2017	223,790.66	128.72	219.46	3,219.65	6,553.86	217,456.26	2.93	0.00
2016	182,058.92	133.64	247.32	1,915.44	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	.00	118.13	1,645.13	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	735.43	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	373.00	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	784.31	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	202.90	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	348.82	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	377.73	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	336.23	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	184.83	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	120.59	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	155.86	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	152.69	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	48.80	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	38.48	89.03	85,398.92	.10	0.00
****	26,645,596.58	9,715.82-	344,407.67	1,561,182.06	1,924,242.33	25,065,761.92		0.00

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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AG ROLLBACK ONLY

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FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	2,638.45	0
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	.00	0.00	0.00	0.00	2,638.45		0.00
2018	7,999.75	.00	2,504.30-	1,492.73	1,492.73	4,002.72	27.16	0.00
2017	4,030.99	.00	2,621.90-	1,409.09	1,409.09	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	5,126.20-	2,901.82	2,901.82	6,641.17		0.00

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	00.717600	24,264,232.66	4,038
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	8,960.59-	355,766.89	1,494,832.75	1,788,096.41	22,476,136.25	7.37	0.00
2019	881,867.47	1,231.65-	11,792.78-	48,489.80	99,699.09	770,375.60	11.46	0.00
2018	358,539.36	214.06	2,655.65-	8,660.24	18,461.25	337,422.46	5.19	0.00
2017	227,821.65	128.72	2,402.44-	4,628.74	7,962.95	217,456.26	3.53	0.00
2016	182,058.92	133.64	247.32	1,915.44	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	.00	118.13	1,645.13	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	735.43	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	373.00	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	784.31	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	202.90	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	348.82	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	377.73	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	336.23	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	184.83	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	120.59	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	155.86	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	152.69	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	48.80	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	38.48	89.03	85,398.92	.10	0.00
****	26,660,265.77	9,715.82-	339,281.47	1,564,083.88	1,927,144.15	25,072,403.09		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	0.717600	24,264,232.66	4,038
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2020	23,908,465.77	8,960.59-	355,766.89	1,494,832.75	1,788,096.41	22,476,136.25	7.37	0.00
ADJUSTMENT REFUNDS		158.98-	158.98-					
2019	879,229.02	1,231.65-	11,792.78-	48,489.80	99,699.09	767,737.15	11.49	0.00
ADJUSTMENT REFUNDS		206.58-	9,219.99-					
2018	350,539.61	214.06	151.35-	7,167.51	16,968.52	333,419.74	4.84	0.00
ADJUSTMENT REFUNDS		64.90-	311.48-					
2017	223,790.66	128.72	219.46	3,219.65	6,553.86	217,456.26	2.93	0.00
2016	182,058.92	133.64	247.32	1,915.44	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	.00	118.13	1,645.13	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	735.43	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	373.00	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	784.31	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	202.90	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	348.82	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	377.73	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	336.23	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	184.83	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	120.59	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	155.86	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	152.69	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	48.80	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	38.48	89.03	85,398.92	.10	0.00
****	26,645,596.58	9,715.82-	344,407.67	1,561,182.06	1,924,242.33	25,065,761.92		0.00
ADJUSTMENT REFUNDS		430.46-	9,690.45-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 11/01/2020 TO 11/30/2020

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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	2,638.45	0
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	2,638.45	.00	0.00	0.00	0.00	2,638.45		0.00
ADJUSTMENT REFUNDS		206.58-	9,219.99-					
2018	7,999.75	.00	2,504.30-	1,492.73	1,492.73	4,002.72	27.16	0.00
ADJUSTMENT REFUNDS		64.90-	311.48-					
2017	4,030.99	.00	2,621.90-	1,409.09	1,409.09	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	5,126.20-	2,901.82	2,901.82	6,641.17		0.00
ADJUSTMENT REFUNDS		271.48-	9,531.47-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 11/01/2020 TO 11/30/2020

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	0.717600	24,264,232.66	4,038

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	8,960.59-	355,766.89	1,494,832.75	1,788,096.41	22,476,136.25	7.37	0.00
	ADJUSTMENT REFUNDS	158.98-	158.98-					
2019	881,867.47	1,231.65-	11,792.78-	48,489.80	99,699.09	770,375.60	11.46	0.00
	ADJUSTMENT REFUNDS	206.58-	9,219.99-					
2018	358,539.36	214.06	2,655.65-	8,660.24	18,461.25	337,422.46	5.19	0.00
	ADJUSTMENT REFUNDS	64.90-	311.48-					
2017	227,821.65	128.72	2,402.44-	4,628.74	7,962.95	217,456.26	3.53	0.00
2016	182,058.92	133.64	247.32	1,915.44	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	.00	118.13	1,645.13	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	735.43	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	373.00	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	784.31	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	202.90	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	348.82	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	377.73	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	336.23	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	184.83	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	120.59	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	155.86	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	152.69	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	48.80	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	38.48	89.03	85,398.92	.10	0.00
****	26,660,265.77	9,715.82-	339,281.47	1,564,083.88	1,927,144.15	25,072,403.09		0.00
	ADJUSTMENT REFUNDS	430.46-	9,690.45-					

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

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	1,413,084.38	.00	.00	56,284.21-	1,356,800.17	.00	.00	.00	1,413,084.38
	I & S	.150500	375,012.03	.00	.00	14,937.00-	360,075.03	.00	.00	.00	375,012.03
	TOTAL	.717600	1,788,096.41	.00	.00	71,221.21-	1,716,875.20	.00	.00	.00	1,788,096.41
2019	M & O	.567100	78,789.43	.00	17,554.01	1,657.09-	94,686.35	18,666.68	.00	.00	115,010.12
	I & S	.150500	20,909.66	.00	4,658.39	439.76-	25,128.29	.00	.00	.00	25,568.05
	TOTAL	.717600	99,699.09	.00	22,212.40	2,096.85-	119,814.64	18,666.68	.00	.00	140,578.17
2018	M & O	.567100	14,827.23	.00	4,591.94	.00	19,419.17	3,040.78	.00	.00	22,459.95
	I & S	.081900	2,141.29	.00	663.12	.00	2,804.41	.00	.00	.00	2,804.41
	TOTAL	.649000	16,968.52	.00	5,255.06	.00	22,223.58	3,040.78	.00	.00	25,264.36
2017	M & O	.567100	5,726.80	.00	2,284.27	.00	8,011.07	1,184.01	.00	.00	9,195.08
	I & S	.081900	827.06	.00	329.87	.00	1,156.93	.00	.00	.00	1,156.93
	TOTAL	.649000	6,553.86	.00	2,614.14	.00	9,168.00	1,184.01	.00	.00	10,352.01
2016	M & O	.582100	2,980.74	.00	1,550.37	.00	4,531.11	678.69	.00	.00	5,209.80
	I & S	.071900	368.15	.00	191.47	.00	559.62	.00	.00	.00	559.62
	TOTAL	.654000	3,348.89	.00	1,741.84	.00	5,090.73	678.69	.00	.00	5,769.42
2015	M & O	.582100	2,522.22	.00	1,698.59	.00	4,220.81	682.49	.00	.00	4,903.30
	I & S	.071900	311.53	.00	209.82	.00	521.35	.00	.00	.00	521.35
	TOTAL	.654000	2,833.75	.00	1,908.41	.00	4,742.16	682.49	.00	.00	5,424.65
2014	M & O	.608100	951.94	.00	692.92	.00	1,644.86	248.07	.00	.00	1,892.93
	I & S	.071900	112.56	.00	81.93	.00	194.49	.00	.00	.00	194.49
	TOTAL	.680000	1,064.50	.00	774.85	.00	1,839.35	248.07	.00	.00	2,087.42
2013	M & O	.605000	657.12	.00	540.04	.00	1,197.16	148.44	.00	.00	1,345.60
	I & S	.075000	81.44	.00	66.92	.00	148.36	.00	.00	.00	148.36
	TOTAL	.680000	738.56	.00	606.96	.00	1,345.52	148.44	.00	.00	1,493.96
2012	M & O	.602600	906.28	.00	913.75	.00	1,820.03	251.08	.00	.00	2,071.11
	I & S	.077400	116.41	.00	117.35	.00	233.76	.00	.00	.00	233.76
	TOTAL	.680000	1,022.69	.00	1,031.10	.00	2,053.79	251.08	.00	.00	2,304.87
2011	M & O	.602100	351.07	.00	360.15	.00	711.22	94.68	.00	.00	805.90
	I & S	.077900	45.43	.00	46.59	.00	92.02	.00	.00	.00	92.02
	TOTAL	.680000	396.50	.00	406.74	.00	803.24	94.68	.00	.00	897.92
2010	M & O	.601800	635.75	.00	633.13	.00	1,268.88	110.44	.00	.00	1,379.32
	I & S	.078200	82.61	.00	82.29	.00	164.90	.00	.00	.00	164.90
	TOTAL	.680000	718.36	.00	715.42	.00	1,433.78	110.44	.00	.00	1,544.22
2009	M & O	.601800	652.56	.00	619.71	.00	1,272.27	74.88	.00	.00	1,347.15
	I & S	.078200	84.81	.00	80.54	.00	165.35	.00	.00	.00	165.35
	TOTAL	.680000	737.37	.00	700.25	.00	1,437.62	74.88	.00	.00	1,512.50

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	601.47	.00	709.53	.00	1,311.00	153.88	.00	.00	1,464.88
	I & S	.078910	78.71	.00	92.86	.00	171.57	.00	.00	.00	171.57
	TOTAL	.681850	680.18	.00	802.39	.00	1,482.57	153.88	.00	.00	1,636.45
2007	M & O	.596130	212.39	.00	297.52	.00	509.91	73.19	.00	.00	583.10
	I & S	.086990	30.98	.00	43.41	.00	74.39	.00	.00	.00	74.39
	TOTAL	.683120	243.37	.00	340.93	.00	584.30	73.19	.00	.00	657.49
2006	M & O	.593130	284.00	.00	417.30	.00	701.30	98.60	.00	.00	799.90
	I & S	.089990	43.10	.00	63.32	.00	106.42	.00	.00	.00	106.42
	TOTAL	.683120	327.10	.00	480.62	.00	807.72	98.60	.00	.00	906.32
2005	M & O	.593130	143.86	.00	265.20	.00	409.06	65.87	.00	.00	474.93
	I & S	.089990	21.84	.00	40.25	.00	62.09	.00	.00	.00	62.09
	TOTAL	.683120	165.70	.00	305.45	.00	471.15	65.87	.00	.00	537.02
2004	M & O	.601650	383.17	.00	651.58	.00	1,034.75	83.23	.00	.00	1,117.98
	I & S	.081470	51.90	.00	88.22	.00	140.12	.00	.00	.00	140.12
	TOTAL	.683120	435.07	.00	739.80	.00	1,174.87	83.23	.00	.00	1,258.10
2003	M & O	.596220	62.20	.00	124.01	.00	186.21	17.70	.00	.00	203.91
	I & S	.086900	9.07	.00	18.07	.00	27.14	.00	.00	.00	27.14
	TOTAL	.683120	71.27	.00	142.08	.00	213.35	17.70	.00	.00	231.05
2002	M & O	.590210	24.16	.00	54.62	.00	78.78	13.82	.00	.00	92.60
	I & S	.099790	4.09	.00	9.23	.00	13.32	.00	.00	.00	13.32
	TOTAL	.690000	28.25	.00	63.85	.00	92.10	13.82	.00	.00	105.92
2000	M & O	.533960	19.84	.00	49.59	.00	69.43	12.53	.00	.00	81.96
	I & S	.108350	4.02	.00	10.06	.00	14.08	.00	.00	.00	14.08
	TOTAL	.642310	23.86	.00	59.65	.00	83.51	12.53	.00	.00	96.04
1999	M & O	.529360	41.39	.00	97.38	.00	138.77	23.27	.00	.00	162.04
	I & S	.112950	8.84	.00	20.78	.00	29.62	.00	.00	.00	29.62
	TOTAL	.642310	50.23	.00	118.16	.00	168.39	23.27	.00	.00	191.66
1996	M & O	.516090	33.38	.00	79.25	.00	112.63	14.15	.00	.00	126.78
	I & S	.083910	5.42	.00	12.88	.00	18.30	.00	.00	.00	18.30
	TOTAL	.600000	38.80	.00	92.13	.00	130.93	14.15	.00	.00	145.08
ALL	M & O		1,523,891.38	.00	34,184.86	57,941.30-	1,500,134.94	25,736.48	.00	.00	1,583,812.72
ALL	I & S		400,350.95	.00	6,927.37	15,376.76-	391,901.56	.00	.00	.00	407,278.32
ALL	TOTAL		1,924,242.33	.00	41,112.23	73,318.06-	1,892,036.50	25,736.48	.00	.00	1,991,091.04

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		110,807.00	.00	34,184.86	1,657.09-	143,334.77	25,736.48	.00	.00	170,728.34
DLQ	I & S		25,338.92	.00	6,927.37	439.76-	31,826.53	.00	.00	.00	32,266.29
DLQ	TOTAL		136,145.92	.00	41,112.23	2,096.85-	175,161.30	25,736.48	.00	.00	202,994.63
CURR	M & O		1,413,084.38	.00	.00	56,284.21-	1,356,800.17	.00	.00	.00	1,413,084.38
CURR	I & S		375,012.03	.00	.00	14,937.00-	360,075.03	.00	.00	.00	375,012.03
CURR	TOTAL		1,788,096.41	.00	.00	71,221.21-	1,716,875.20	.00	.00	.00	1,788,096.41

TAX COLLECTION SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 11/30/2020
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	1,413,084.38	.00	.00	56,284.21-	1,356,800.17	.00	.00	.00	1,413,084.38
	I & S	.150500	375,012.03	.00	.00	14,937.00-	360,075.03	.00	.00	.00	375,012.03
	TOTAL	.717600	1,788,096.41	.00	.00	71,221.21-	1,716,875.20	.00	.00	.00	1,788,096.41
2019	M & O	.567100	78,789.43	.00	17,554.01	1,657.09-	94,686.35	18,666.68	.00	.00	115,010.12
	I & S	.150500	20,909.66	.00	4,658.39	439.76-	25,128.29	.00	.00	.00	25,568.05
	TOTAL	.717600	99,699.09	.00	22,212.40	2,096.85-	119,814.64	18,666.68	.00	.00	140,578.17
2018	M & O	.567100	16,131.59	.00	4,591.94	.00	20,723.53	3,040.78	.00	.00	23,764.31
	I & S	.081900	2,329.66	.00	663.12	.00	2,992.78	.00	.00	.00	2,992.78
	TOTAL	.649000	18,461.25	.00	5,255.06	.00	23,716.31	3,040.78	.00	.00	26,757.09
2017	M & O	.567100	6,958.07	.00	2,284.27	.00	9,242.34	1,184.01	.00	.00	10,426.35
	I & S	.081900	1,004.88	.00	329.87	.00	1,334.75	.00	.00	.00	1,334.75
	TOTAL	.649000	7,962.95	.00	2,614.14	.00	10,577.09	1,184.01	.00	.00	11,761.10
2016	M & O	.582100	2,980.74	.00	1,550.37	.00	4,531.11	678.69	.00	.00	5,209.80
	I & S	.071900	368.15	.00	191.47	.00	559.62	.00	.00	.00	559.62
	TOTAL	.654000	3,348.89	.00	1,741.84	.00	5,090.73	678.69	.00	.00	5,769.42
2015	M & O	.582100	2,522.22	.00	1,698.59	.00	4,220.81	682.49	.00	.00	4,903.30
	I & S	.071900	311.53	.00	209.82	.00	521.35	.00	.00	.00	521.35
	TOTAL	.654000	2,833.75	.00	1,908.41	.00	4,742.16	682.49	.00	.00	5,424.65
2014	M & O	.608100	951.94	.00	692.92	.00	1,644.86	248.07	.00	.00	1,892.93
	I & S	.071900	112.56	.00	81.93	.00	194.49	.00	.00	.00	194.49
	TOTAL	.680000	1,064.50	.00	774.85	.00	1,839.35	248.07	.00	.00	2,087.42
2013	M & O	.605000	657.12	.00	540.04	.00	1,197.16	148.44	.00	.00	1,345.60
	I & S	.075000	81.44	.00	66.92	.00	148.36	.00	.00	.00	148.36
	TOTAL	.680000	738.56	.00	606.96	.00	1,345.52	148.44	.00	.00	1,493.96
2012	M & O	.602600	906.28	.00	913.75	.00	1,820.03	251.08	.00	.00	2,071.11
	I & S	.077400	116.41	.00	117.35	.00	233.76	.00	.00	.00	233.76
	TOTAL	.680000	1,022.69	.00	1,031.10	.00	2,053.79	251.08	.00	.00	2,304.87
2011	M & O	.602100	351.07	.00	360.15	.00	711.22	94.68	.00	.00	805.90
	I & S	.077900	45.43	.00	46.59	.00	92.02	.00	.00	.00	92.02
	TOTAL	.680000	396.50	.00	406.74	.00	803.24	94.68	.00	.00	897.92
2010	M & O	.601800	635.75	.00	633.13	.00	1,268.88	110.44	.00	.00	1,379.32
	I & S	.078200	82.61	.00	82.29	.00	164.90	.00	.00	.00	164.90
	TOTAL	.680000	718.36	.00	715.42	.00	1,433.78	110.44	.00	.00	1,544.22
2009	M & O	.601800	652.56	.00	619.71	.00	1,272.27	74.88	.00	.00	1,347.15
	I & S	.078200	84.81	.00	80.54	.00	165.35	.00	.00	.00	165.35
	TOTAL	.680000	737.37	.00	700.25	.00	1,437.62	74.88	.00	.00	1,512.50

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TAX COLLECTION SYSTEM
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	601.47	.00	709.53	.00	1,311.00	153.88	.00	.00	1,464.88
	I & S	.078910	78.71	.00	92.86	.00	171.57	.00	.00	.00	171.57
	TOTAL	.681850	680.18	.00	802.39	.00	1,482.57	153.88	.00	.00	1,636.45
2007	M & O	.596130	212.39	.00	297.52	.00	509.91	73.19	.00	.00	583.10
	I & S	.086990	30.98	.00	43.41	.00	74.39	.00	.00	.00	74.39
	TOTAL	.683120	243.37	.00	340.93	.00	584.30	73.19	.00	.00	657.49
2006	M & O	.593130	284.00	.00	417.30	.00	701.30	98.60	.00	.00	799.90
	I & S	.089990	43.10	.00	63.32	.00	106.42	.00	.00	.00	106.42
	TOTAL	.683120	327.10	.00	480.62	.00	807.72	98.60	.00	.00	906.32
2005	M & O	.593130	143.86	.00	265.20	.00	409.06	65.87	.00	.00	474.93
	I & S	.089990	21.84	.00	40.25	.00	62.09	.00	.00	.00	62.09
	TOTAL	.683120	165.70	.00	305.45	.00	471.15	65.87	.00	.00	537.02
2004	M & O	.601650	383.17	.00	651.58	.00	1,034.75	83.23	.00	.00	1,117.98
	I & S	.081470	51.90	.00	88.22	.00	140.12	.00	.00	.00	140.12
	TOTAL	.683120	435.07	.00	739.80	.00	1,174.87	83.23	.00	.00	1,258.10
2003	M & O	.596220	62.20	.00	124.01	.00	186.21	17.70	.00	.00	203.91
	I & S	.086900	9.07	.00	18.07	.00	27.14	.00	.00	.00	27.14
	TOTAL	.683120	71.27	.00	142.08	.00	213.35	17.70	.00	.00	231.05
2002	M & O	.590210	24.16	.00	54.62	.00	78.78	13.82	.00	.00	92.60
	I & S	.099790	4.09	.00	9.23	.00	13.32	.00	.00	.00	13.32
	TOTAL	.690000	28.25	.00	63.85	.00	92.10	13.82	.00	.00	105.92
2000	M & O	.533960	19.84	.00	49.59	.00	69.43	12.53	.00	.00	81.96
	I & S	.108350	4.02	.00	10.06	.00	14.08	.00	.00	.00	14.08
	TOTAL	.642310	23.86	.00	59.65	.00	83.51	12.53	.00	.00	96.04
1999	M & O	.529360	41.39	.00	97.38	.00	138.77	23.27	.00	.00	162.04
	I & S	.112950	8.84	.00	20.78	.00	29.62	.00	.00	.00	29.62
	TOTAL	.642310	50.23	.00	118.16	.00	168.39	23.27	.00	.00	191.66
1996	M & O	.516090	33.38	.00	79.25	.00	112.63	14.15	.00	.00	126.78
	I & S	.083910	5.42	.00	12.88	.00	18.30	.00	.00	.00	18.30
	TOTAL	.600000	38.80	.00	92.13	.00	130.93	14.15	.00	.00	145.08
ALL	M & O		1,526,427.01	.00	34,184.86	57,941.30-	1,502,670.57	25,736.48	.00	.00	1,586,348.35
ALL	I & S		400,717.14	.00	6,927.37	15,376.76-	392,267.75	.00	.00	.00	407,644.51
ALL	TOTAL		1,927,144.15	.00	41,112.23	73,318.06-	1,894,938.32	25,736.48	.00	.00	1,993,992.86

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		113,342.63	.00	34,184.86	1,657.09-	145,870.40	25,736.48	.00	.00	173,263.97
DLQ	I & S		25,705.11	.00	6,927.37	439.76-	32,192.72	.00	.00	.00	32,632.48
DLQ	TOTAL		139,047.74	.00	41,112.23	2,096.85-	178,063.12	25,736.48	.00	.00	205,896.45
CURR	M & O		1,413,084.38	.00	.00	56,284.21-	1,356,800.17	.00	.00	.00	1,413,084.38
CURR	I & S		375,012.03	.00	.00	14,937.00-	360,075.03	.00	.00	.00	375,012.03
CURR	TOTAL		1,788,096.41	.00	.00	71,221.21-	1,716,875.20	.00	.00	.00	1,788,096.41

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 11/30/2020

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	00.717600	24,264,232.66	4,038
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2020	23,908,465.77	355,766.89	355,766.89	1,788,096.41	1,788,096.41	22,476,136.25	7.37	0.00
2019	879,229.02	11,792.78-	11,792.78-	99,699.09	99,699.09	767,737.15	11.49	0.00
2018	350,539.61	151.35-	151.35-	16,968.52	16,968.52	333,419.74	4.84	0.00
2017	223,790.66	219.46	219.46	6,553.86	6,553.86	217,456.26	2.93	0.00
2016	182,058.92	247.32	247.32	3,348.89	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	118.13	118.13	2,833.75	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	1,064.50	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	738.56	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	1,022.69	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	396.50	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	718.36	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	737.37	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	680.18	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	243.37	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	327.10	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	165.70	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	435.07	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	71.27	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	89.03	89.03	85,398.92	.10	0.00
****	26,645,596.58	344,407.67	344,407.67	1,924,242.33	1,924,242.33	25,065,761.92		0.00

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	00.717600	2,638.45	0
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	2,638.45	.00	0.00	0.00	0.00	2,638.45		0.00
2018	7,999.75	2,504.30-	2,504.30-	1,492.73	1,492.73	4,002.72	27.16	0.00
2017	4,030.99	2,621.90-	2,621.90-	1,409.09	1,409.09	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	5,126.20-	5,126.20-	2,901.82	2,901.82	6,641.17		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 11/30/2020

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	50,904,347	3,442,012,209	00.717600	24,264,232.66	4,038
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	355,766.89	355,766.89	1,788,096.41	1,788,096.41	22,476,136.25	7.37	0.00
2019	881,867.47	11,792.78-	11,792.78-	99,699.09	99,699.09	770,375.60	11.46	0.00
2018	358,539.36	2,655.65-	2,655.65-	18,461.25	18,461.25	337,422.46	5.19	0.00
2017	227,821.65	2,402.44-	2,402.44-	7,962.95	7,962.95	217,456.26	3.53	0.00
2016	182,058.92	247.32	247.32	3,348.89	3,348.89	178,957.35	1.84	0.00
2015	133,898.07	118.13	118.13	2,833.75	2,833.75	131,182.45	2.11	0.00
2014	113,597.10	.00	0.00	1,064.50	1,064.50	112,532.60	.94	0.00
2013	89,492.45	.00	0.00	738.56	738.56	88,753.89	.83	0.00
2012	88,081.44	.00	0.00	1,022.69	1,022.69	87,058.75	1.16	0.00
2011	80,430.71	.00	0.00	396.50	396.50	80,034.21	.49	0.00
2010	77,311.33	.00	0.00	718.36	718.36	76,592.97	.93	0.00
2009	74,906.82	.00	0.00	737.37	737.37	74,169.45	.98	0.00
2008	60,733.71	.00	0.00	680.18	680.18	60,053.53	1.12	0.00
2007	53,283.37	.00	0.00	243.37	243.37	53,040.00	.46	0.00
2006	49,700.57	.00	0.00	327.10	327.10	49,373.47	.66	0.00
2005	43,366.19	.00	0.00	165.70	165.70	43,200.49	.38	0.00
2004	42,793.04	.00	0.00	435.07	435.07	42,357.97	1.02	0.00
2003	33,659.51	.00	0.00	71.27	71.27	33,588.24	.21	0.00
2002	31,272.67	.00	0.00	28.25	28.25	31,244.42	.09	0.00
2001	23,027.25	.00	0.00	0.00	0.00	23,027.25		0.00
2000	20,470.42	.00	0.00	23.86	23.86	20,446.56	.12	0.00
1999	85,487.95	.00	0.00	89.03	89.03	85,398.92	.10	0.00
****	26,660,265.77	339,281.47	339,281.47	1,927,144.15	1,927,144.15	25,072,403.09		0.00

12/04/2020 08:04:58 3639501
 TC298-X4 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY
 FROM: 11/01/2020 THRU 11/30/2020
 JURISDICTION: ALL

PAGE: 3
 INCLUDES AG ROLLBACK

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			3,716.21	337.84	0.00	0.00	0.00	16.91	3,699.30
BY COUNTY 108			3,716.21	337.84	0.00	0.00	0.00	16.91	3,699.30
DELQ FOR 0029 CITY OF HIDALGO			338.48	30.77	109.35	9.94	0.00	2.03	445.80
BY COUNTY 108			338.48	30.77	109.35	9.94	0.00	2.03	445.80
TOTAL FOR 0029 CITY OF HIDALGO			4,054.69	368.61	109.35	9.94	0.00	18.94	4,145.10
BY COUNTY 108			4,054.69	368.61	109.35	9.94	0.00	18.94	4,145.10
CURR FOR 0032 CITY OF MISSION			11,896.07	1,085.70	0.00	0.00	0.00	54.29	11,841.78
BY COUNTY 108			11,896.07	1,085.70	0.00	0.00	0.00	54.29	11,841.78
DELQ FOR 0032 CITY OF MISSION			404.48	47.15	88.05	10.18	0.00	2.86	489.67
BY COUNTY 108			404.48	47.15	88.05	10.18	0.00	2.86	489.67
TOTAL FOR 0032 CITY OF MISSION			12,300.55	1,132.85	88.05	10.18	0.00	57.15	12,331.45
BY COUNTY 108			12,300.55	1,132.85	88.05	10.18	0.00	57.15	12,331.45
CURR FOR 0033 CITY OF PHARR			24,590.88	2,336.00	0.00	0.00	0.00	116.83	24,474.05
BY COUNTY 108			24,590.88	2,336.00	0.00	0.00	0.00	116.83	24,474.05
DELQ FOR 0033 CITY OF PHARR			1,614.65	1,150.90	357.09	259.76	0.00	70.56	1,901.18
BY COUNTY 108			1,614.65	1,150.90	357.09	259.76	0.00	70.56	1,901.18
TOTAL FOR 0033 CITY OF PHARR			26,205.53	3,486.90	357.09	259.76	0.00	187.39	26,375.23
BY COUNTY 108			26,205.53	3,486.90	357.09	259.76	0.00	187.39	26,375.23
CURR FOR 0034 CITY OF PENITAS			871.65	79.24	0.00	0.00	0.00	3.96	867.69
BY COUNTY 108			871.65	79.24	0.00	0.00	0.00	3.96	867.69
DELQ FOR 0034 CITY OF PENITAS			18.29	7.84	6.22	2.67	0.00	0.52	23.99
BY COUNTY 108			18.29	7.84	6.22	2.67	0.00	0.52	23.99
TOTAL FOR 0034 CITY OF PENITAS			889.94	87.08	6.22	2.67	0.00	4.48	891.68
BY COUNTY 108			889.94	87.08	6.22	2.67	0.00	4.48	891.68
CURR FOR 0035 CITY OF LA JOYA			476.82	44.06	0.00	0.00	0.00	2.20	474.62
BY COUNTY 108			476.82	44.06	0.00	0.00	0.00	2.20	474.62
DELQ FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA			476.82	44.06	0.00	0.00	0.00	2.20	474.62
BY COUNTY 108			476.82	44.06	0.00	0.00	0.00	2.20	474.62
CURR FOR 0037 CITY OF SAN JUAN			2,584.57	241.81	0.00	0.00	0.00	12.10	2,572.47
BY COUNTY 108			2,584.57	241.81	0.00	0.00	0.00	12.10	2,572.47
DELQ FOR 0037 CITY OF SAN JUAN			239.83	88.79	52.66	19.53	0.00	5.41	287.08
BY COUNTY 108			239.83	88.79	52.66	19.53	0.00	5.41	287.08
TOTAL FOR 0037 CITY OF SAN JUAN			2,824.40	330.60	52.66	19.53	0.00	17.51	2,859.55
BY COUNTY 108			2,824.40	330.60	52.66	19.53	0.00	17.51	2,859.55
CURR FOR 0039 CITY OF SULLIVAN			69.79	6.34	0.00	0.00	0.00	0.32	69.47
BY COUNTY 108			69.79	6.34	0.00	0.00	0.00	0.32	69.47
DELQ FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0039 CITY OF SULLIVAN			69.79	6.34	0.00	0.00	0.00	0.32	69.47
BY COUNTY 108			69.79	6.34	0.00	0.00	0.00	0.32	69.47



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED:

MEETING DATE: December 21, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Delinquent Tax Collection Report for Fiscal Year 2019-2020.

Classification: Regular

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

Issue: To present delinquent tax collection report from Linebarger Goggan Blair & Sampson, LLP

Project Name: n/a

Budgeted Item:

n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: N/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created -



LINEBARGER

ATTORNEYS AT LAW

City of Pharr

November 16, 2020

Delinquent Tax Fiscal Year Collection Report

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1512 S. LONE STAR WAY
EDINBURG, TEXAS 78539
PHONE: 956.383.4500
FAX: 956.383.7820
www.lgbs.com

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

1512 South Lone Star Way

EDINBURG, TEXAS 78539

Tel: (956) 383-4500 / Fax: (956) 383-7820

November 16, 2020

Dr. Ambrosio "Amos" Hernandez, Mayor
Mr. Eleazar Guajardo, Commissioner
Mr. Roberto "Bobby" Carrillo, Commissioner
Mr. Ramiro Caballero, Commissioner
Mr. Daniel Chavez, Commissioner
Mr. Ricardo Medina, Commissioner
Mrs. Itza Flores, Commissioner
City of Pharr
118 S. Cage Boulevard
Pharr, Texas 78577

RE: Delinquent Tax Fiscal Year Collection Report (Oct. 1, 2019 – Sept. 30, 2020)

Dear Mayor Hernandez and City Commission:

Our Delinquent Tax Fiscal Year Collection Report highlights our collection efforts on behalf of the City of Pharr for the period of October 1, 2019 through September 30, 2020. Our collection results, as noted herein, indicate our efforts continue to be successful for the City of Pharr.

Please know that we truly appreciate the opportunity to represent the City of Pharr on all delinquent ad valorem tax matters. As always, we will continue to provide the City of Pharr with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Michael G. Cano". The signature is fluid and cursive, with the first name "Michael" being the most prominent part.

Michael G. Cano
Partner

LINEBARGER APPROACH

The delinquent tax collection program for the City of Pharr continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to City of Pharr and use the tool of litigation as a final option.

- *Demand Mailings*
- *Litigation Statistics*
- *Taxpayer Contact*
- *Personal Visits*
- *Constable's Sales*

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their City of Pharr taxes of their delinquency. During the course of a reporting period, we will send delinquent notices, with varying degrees of intensity to the delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

- 11 Demand Mailings – 11,469 Statements Mailed

LITIGATION SUMMARY

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties including all lien holders, are identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits/Interventions Filed	94	\$193,061
• Judgments Taken	78	\$240,887
• Dismissed Suits	119	\$246,344
• Tax Warrants	4	\$8,994
• Pending Litigation of Nov. 2020	352	\$683,892

Taxpayer Contact

- *Over 5,334 Taxpayer Calls*
 - *359 Pay Off Requests*
 - *411 Taxpayer Walk-Ins*
 - *302 Property Inspections*
 - *102 Accounts Coded*
- Financially Affected by COVID-19*

TAX SALE ACTIVITY

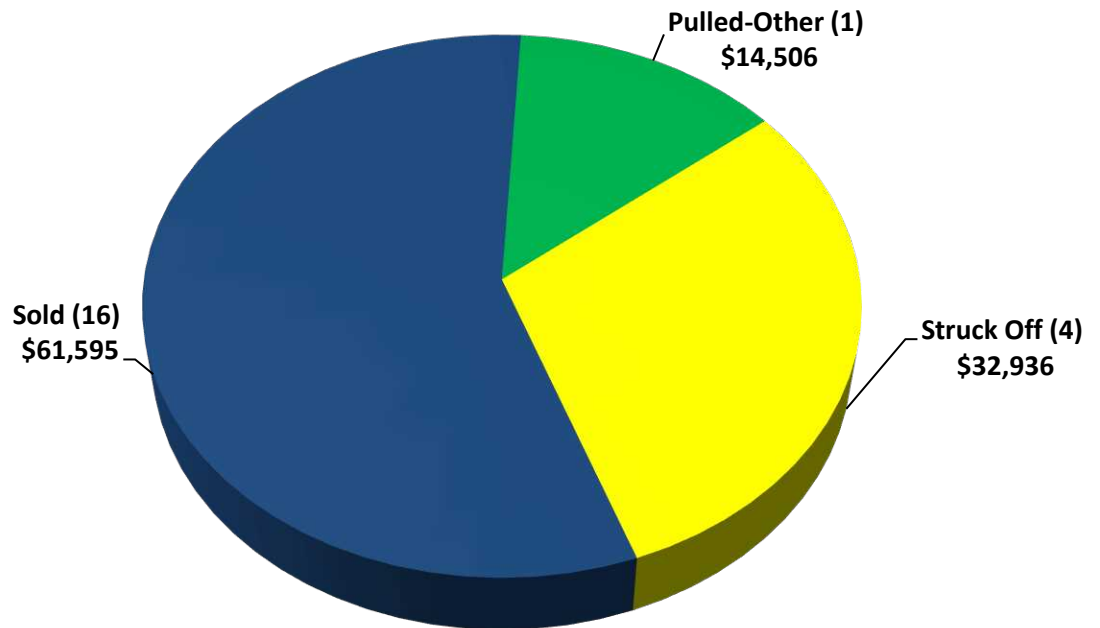
Our Office regularly monitors all judgments we take on behalf of the City of Pharr. During this reporting period, seven (7) tax sales were conducted placing twenty-one (21) properties for sale.

Tax Resale

- Two (3) resales were conducted
- 4 properties were sold for \$27,199

Mowing Liens

- LGBS collected \$23,253 in mowing liens as a courtesy for the City of Pharr.

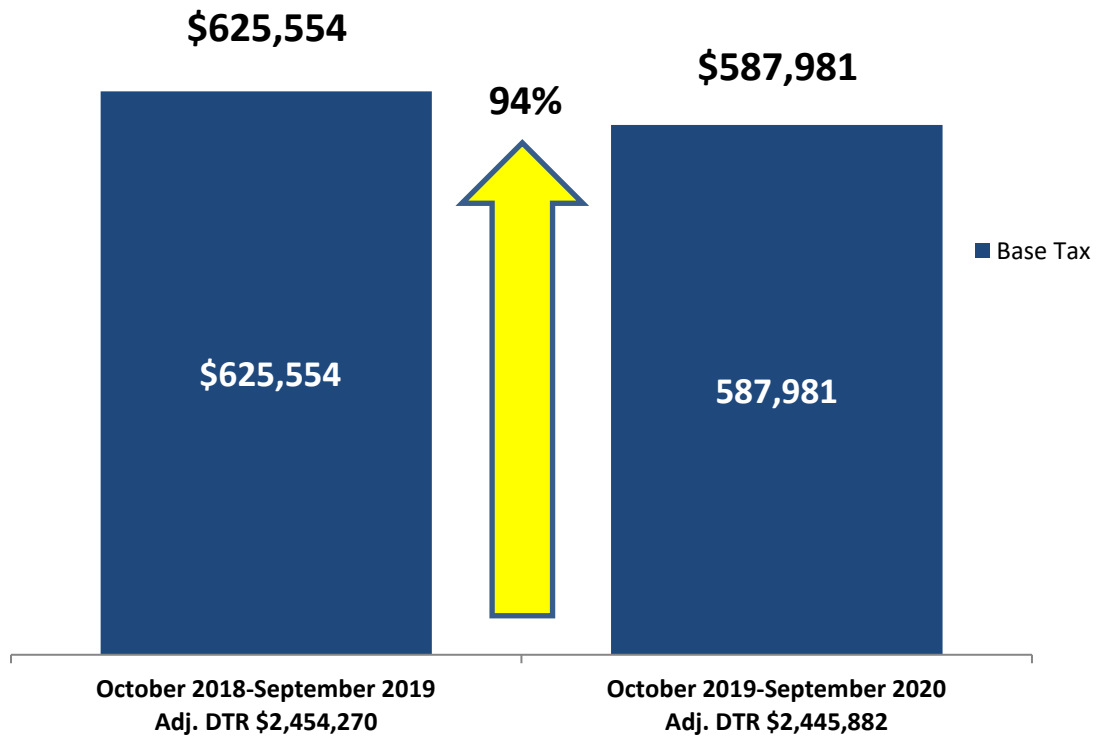


TAX RESALE PROGRAM

Our resale program for struck-off properties to the taxing entities and then sold at auction is part of our successful collection program conducted on behalf of the City of Pharr. At our expense, the firm markets these struck-off properties through newspaper advertising, our firm's website, www.lgbs.com; a mailing list maintained by our office and conducts a resale of these properties struck-off throughout the year.

COLLECTION HIGHLIGHTS

Fiscal Year Comparison



Source: Hidalgo Co. Tax Office

FUTURE OVERVIEW

In light of the COVID19 pandemic, our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for the City of Pharr. We will continue to offer firm yet flexible payment options for taxpayers who are financially impacted by the effects of COVID19.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

During COVID19, our office has observed an increase in bankruptcy filings amongst major businesses. As a continuation of our standard operating practice, we will actively monitor and verify these and all other accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City of Pharr.

Mailing Program

We completed our scheduled mailing on behalf of the City for the upcoming quarter. In addition to our scheduled mailing, we have implemented a compassionate letter program directed to taxpayers who are otherwise non-responsive to phone calls. These compassionate letters inform the delinquent taxpayer of options available for payment during this difficult period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Any judgment without taxpayer response will be further reviewed and scheduled for possible tax sale. However, at this time, we are limiting our tax sale program to non-homestead properties, with an emphasis on vacant lots or abandoned property.

Execution of the work plan established for the City of Pharr will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: December 3, 2020

MEETING DATE: December 21, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action on ratifying Resolution R-2020-65 in support of the Hidalgo County 365 Loop Project.

Classification: Regular

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

Issue: Resolution to support Hidalgo County 365 Loop Project.

Project Name: Hidalgo County 365 Loop Project

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: None

Staff Recommendation: Approve Resolution.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: 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 - 12/18/2020

RESOLUTION NO. 2019-XXXX

RESOLUTION OF THE [ENTITY] SUPPORTING THE HIDALGO COUNTY LOOP PROJECT, INCLUDING THE 365 LOOP PROJECT AS PLANNED AND APPROVED BY THE HIDALGO COUNTY METROPOLITAN REGIONAL MOBILITY AUTHORITY (NOW THE RIO GRANDE VALLEY METROPOLITAN REGIONAL MOBILITY AUTHORITY)

THIS RESOLUTION is adopted this _____ day of _____, 2019 by the [GOVERNING BODY] of the [ENTITY].

WHEREAS, the [ENTITY] (the “[ENTITY]”), acting through its [GOVERNING BODY], is a [TYPE OF ENTITY] created pursuant to the laws of the State of Texas; and

WHEREAS, the [ENTITY] is located in Hidalgo County, Texas (the “County”) and in the boundaries of the Hidalgo County Regional Mobility Authority (the “Authority”); and

WHEREAS, the Authority was created by Order of the County in 2004 and Minute Order of the Texas Transportation Commission (the “Commission”) in 2005, pursuant to Chapter 370 of the Texas Transportation Code (the “Act”), to address mobility issues in the County, including developing the Hidalgo County Loop Project (the “Loop”); and

WHEREAS, population growth in the County has created a demand for an expansion loop designed to expedite traffic flow, particularly truck freight traffic, in and out of the County, which would be accomplished by the Loop; and

WHEREAS, international trade has caused significant increase in freight traffic in the County, leading to congestion on main thoroughfares and residential streets and the Loop will create an overweight corridor that will attract more international trade related industry to the County while taking trucks out of our neighborhoods and improving safety for our children; and

WHEREAS, the Loop will provide much needed capacity to meet the future transportation needs of the County; and

WHEREAS, TxDOT and the Authority have worked to identify a variety of local and state sources of revenue to fund construction of the Loop, including a number of innovative financing mechanisms, to include tolls for tractor trailers and heavy trucks moving freight through the county, passenger vehicle tolls, and vehicle registration fee revenues; and

WHEREAS, for that portion of the Loop known as the 365 Tollway, the Transportation Commission has approved a State Infrastructure Bank loan application, as well as identified grant funds (Category 10, Category 12, and Proposition 1 Funds), and vehicle registration fee matching funds to leverage the toll revenue bonds and vehicle registration fee revenues to completely fund an off-system Project; and

WHEREAS, the Hidalgo County Metropolitan Planning Organization, now the Rio Grande Valley Metropolitan Planning Organization (the "MPO"), has approved the 365 Tollway in its Unified Planning Work Program; and

WHEREAS, regional and community planning requires consistency and commitment;

NOW, THEREFORE, BE IT RESOLVED BY THE [GOVERNING BODY] OF THE [ENTITY] THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The [GOVERNING BODY] hereby requests that the Commission and the Authority maintain the funding plan for the 365 Tollway in order to expedite construction of the project and the benefits of the Loop to the County.

Passed and approved as to be effective immediately this _____ day of _____, 2019, at a regular meeting of the [GOVERNING BODY] of the [ENTITY] at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

[NAME], [TITLE]

Attest:

[NAME], [TITLE]



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 15, 2020

MEETING DATE: December 21, 2020

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action on adopting the Tuition Reimbursement Program Policy.

Classification: Consent

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

Issue: N/A

Project Name: N/A

Budgeted Item: Yes

Amount Budgeted: \$50,000 per year

Fiscal Consideration: \$50,000 to be included in budget amendment #1 FY 20-21

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Created/Initiated - 12/15/2020

Veronica Ramirez

Approved - 12/15/2020

Anali Alanis

Approved - 12/17/2020

Karla Saavedra

Approved - 12/18/2020

Patricia Rigney

Approved - 12/18/2020

City Management Office

Final Approval - 12/18/2020



Pharr



Tuition Reimbursement Program (TRP) Policy

The City of Pharr encourages employee development by sharing costs of an approved 4-year degree program for full-time employees who have successfully completed their probationary period. This benefit is extended to employees who wish to obtain their first bachelor's degree; who enroll in a 4-year degree plan and take courses that are directly related to current field.

Applies To:	Does Not Apply To:
Full-time Employees	Probationary Employees
	Part-time Employees
	Temp/Seasonal/Interns Employees
Civil Service	Trainees
Employees with satisfactory conduct and performance.	Employees with non-satisfactory conduct and/or performance in the previous 3 years.
Full-time Employees in "good academic standing"	Employees placed on "academic probation, academic suspension, or academic dismissal"

Course Criteria

- A. The courses must be included in a degree plan and from a nationally accredited college or university (for example, Middle States Association of College and Schools, New England Association of Schools, and Colleges, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Western Association of Schools and Colleges, and Southern Association of Colleges and Schools).
- A. All courses are subject to approval by the Human Resources Director or designee. The Human Resources Director will approve the authorized assistance in accordance with this policy and procedures.

Guidelines

- A. Tuition reimbursement is on a first-come/first-serve basis depending on the fiscal year funding availability. The City of Pharr reserves the right to suspend or restrict tuition based on availability of funds.
- B. Tuition reimbursement is limited to four (4) academic courses per semester or mini-semester, and a maximum of eight (8) courses per fiscal.
- C. Tuition reimbursement will be calculated at 80% of the academic institutions rate for mandatory tuition/fees, unless the required tuition assistance is less. Paid as follows:
 - Letter grade: "A" – 90%
 - "B" – 80%
 - "C" – 70%
- D. Ineligible expenses include but are not limited to the following: cost of living expenses, textbooks, equipment, materials, placement tests, preliminary tests or test for advancement, travel, late registration fees and parking.
- E. For employees receiving financial assistance from the state and/or federal government, Veteran's Administration, scholarships, grants or any other sources (excluding loans), the tuition assistance amount will be calculated on the cost not covered by the financial assistance.



- F. Employees shall provide official documentation of financial aid award or denial letter in order to participate in the tuition reimbursement program.
- G. Courses taken for academic credit must be successfully completed evidenced by an **official** transcript:
 - a. **Undergraduate level** – “C” or better.
 - b. **In all cases, non-graded** documentation of “satisfactory performance” or a “passing grade” will not be reimbursed.
 - c. **In all cases**, grades of “I” (incomplete) will not be reimbursed.
- H. Tuition reimbursement will not be available to employees on “Leave Without Pay” status; unless, otherwise approved by the City Manager.

TRP Application Requirements

- B. Employees must certify that they have read the Tuition Reimbursement Program Policy in its entirety when applying for assistance.
- C. Employees must complete and submit a tuition reimbursement application to the Human Resources Department, no later than thirty (30) calendar days prior to the start date of the course. A current transcript and degree plan must accompany the application. These documents must be resubmitted if there are any changes in degree program.
- D. The employee must complete and submit a Tuition Reimbursement Program Application that includes “Request for Course Approval”.

TRP for Degree Program

- A. Within fifteen (15) calendar days prior to the start of the course(s), employee must submit the “Tuition Reimbursement Program Application” to the Human Resources Department. The forms must be accompanied by a current schedule of classes, and an itemized bill that identifies all financial aid offered; regardless of whether the financial aid funds are accepted or declined.
- B. Within forty-five (45) calendar days from the date of the completion of the course(s), an official grade report for the course(s) must be submitted to the Human Resources Department.
- C. Upon receipt of the transcript(s) and proof of payment, the TRP will be processed, and reimbursement monies will be direct deposited into the employees account.

Repayment of TRP Funds

- A. An employee with five (5) or more years of service with the City who voluntarily or involuntarily separates employment from the City will not be responsible to repay any tuition reimbursement.
- B. An employee with less than five (5) years of service with the City who voluntarily or involuntarily separates (except for non-voluntarily military assignment) employment with the City, shall repay the City a prorated amount based on the total tuition reimbursed divided by five (5) years. The repayment will be deducted from the employee’s final paycheck, payout check, or as otherwise agreed by and between the City and the employee.
 - a. For example: If any employee receives total tuition reimbursement of \$20,000 and separates from the City with 3 years of service. The total reimbursement amount is divided by 5 years and multiplied by remainder of service years not completed.

$$\text{\$20,000.00} / 5 = \text{\$4,000.00} \times 2 = \text{\$8,000.00 amount owed}$$



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED:

MEETING DATE: December 21, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: System Admin

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Issue: N/A

Project Name: N/A

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Patricia Rigney
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria DeLeon has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single-Family Residential District (R-1). The property is legally described as being Lots 15 and 16, Block 5, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 118 East Bell Ave. **COZ#201146**

Classification: Regular

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

Issue: Maria DeLeon has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single-Family Residential District (R-1). **COZ#201146**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress, is in line with the Future Land Use Plan, and compatible with adjacent and nearby uses. The change will not result in a detrimental impact to the 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 Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata

Roland Gomez

Melanie Cano

Patricia Rigney

City Management Office

Created/Initiated - 12/16/2020

Approved - 12/16/2020

Approved - 12/16/2020

Approved - 12/16/2020

Final Approval - 12/18/2020



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: December 21, 2020

ROUTE TO BOARD:

- ☒ CITY COMMISSION AGENDA ITEM: COZ#201146
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: November 13, 2020

1. Applicant: Maria De Leon, owner.
2. Requested Action: Re-zoning request from General Business District (C) to Single-Family Residential District (R-1).
3. Nature / Intent of Request: In order to develop and construct a single-family residential home on said lot.

4. Routing to Staff:

A. Melanie Cano, Director


Initials

12/14/2020
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations


Initials

12-16-2020
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

12/14/2020
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Single-Family Residential District (R-1): Being Lots 15 and 16, Block 5, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 118 East Bell Avenue.
--

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Maria De Leon, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single-Family Residential District (R-1) in order to develop and construct a single-family residential home on said lot.

The subject site is located on the south side of East Bell Avenue with the physical address being 118 East Bell Avenue. The property is legally described as being Lots 15 & 16, Block 5, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Bell Avenue, a 70' minor collector with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The property and the surrounding properties to the north, south, east and west were zoned to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the current zoning ordinance we use today. The subject property was later rezoned from Single-Family Residential District (R-1) to General Business District (C) on November 18, 1997. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family residential use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Twenty-one (21) 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 Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress, is in line with the Future Land Use Plan, and compatible with adjacent and nearby uses. The change will not result in a detrimental impact to the 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 Single-Family Residential District (R-1) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Maria de Leon, owner,
APPLICANT

General Business District (C)
CURRENT ZONE

118 East Bell Avenue
ADDRESS

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

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

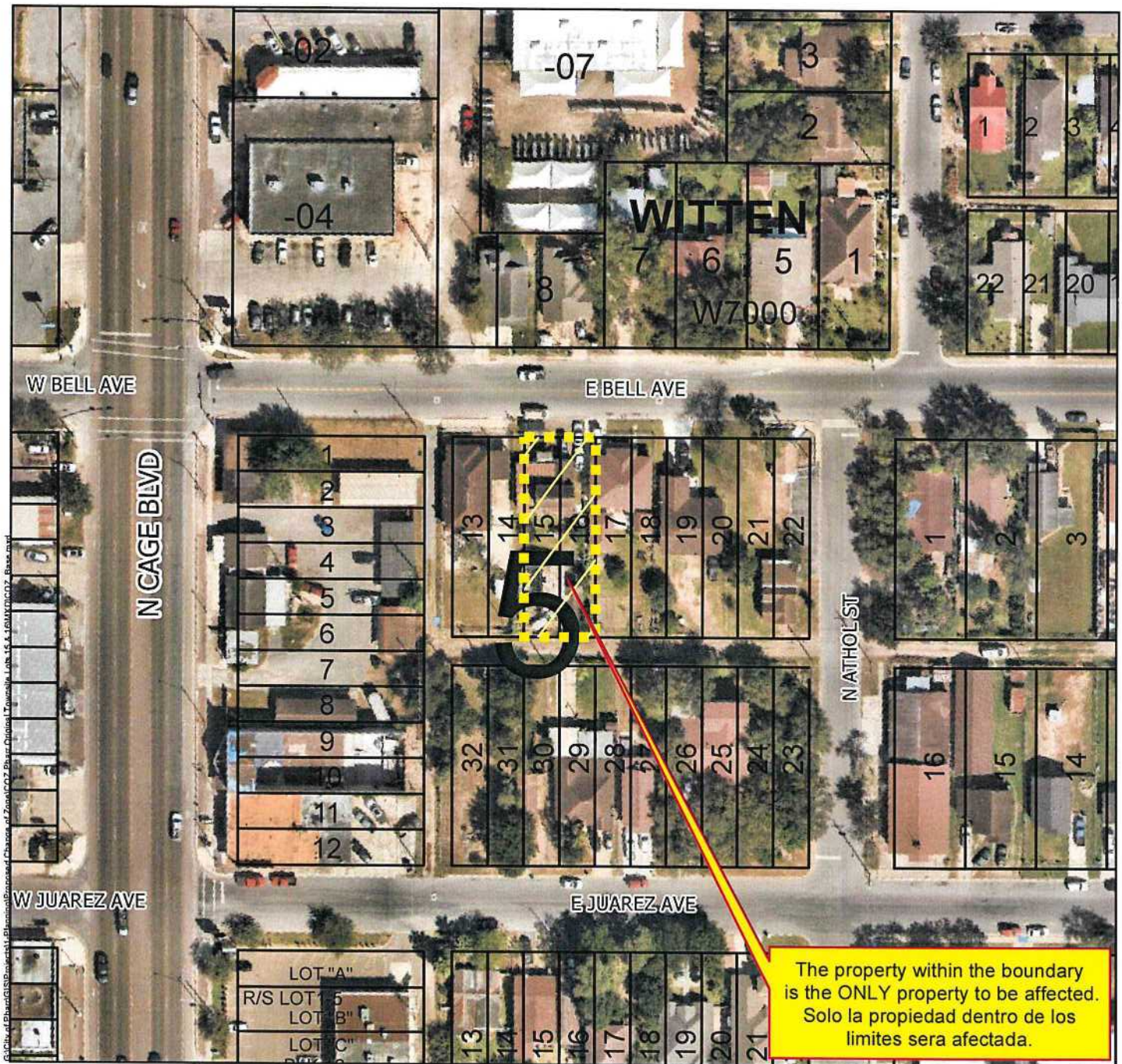
STAFF RECOMMENDATIONS:

Approval

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

Della Robles, Planner I
PREPARED BY

December 7, 2020
DATE

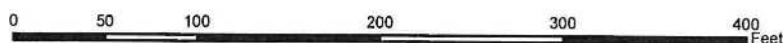


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

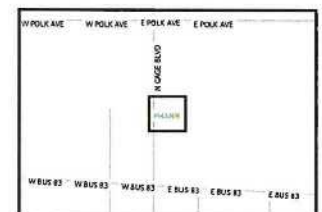
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Engineering Department
956.402.4242

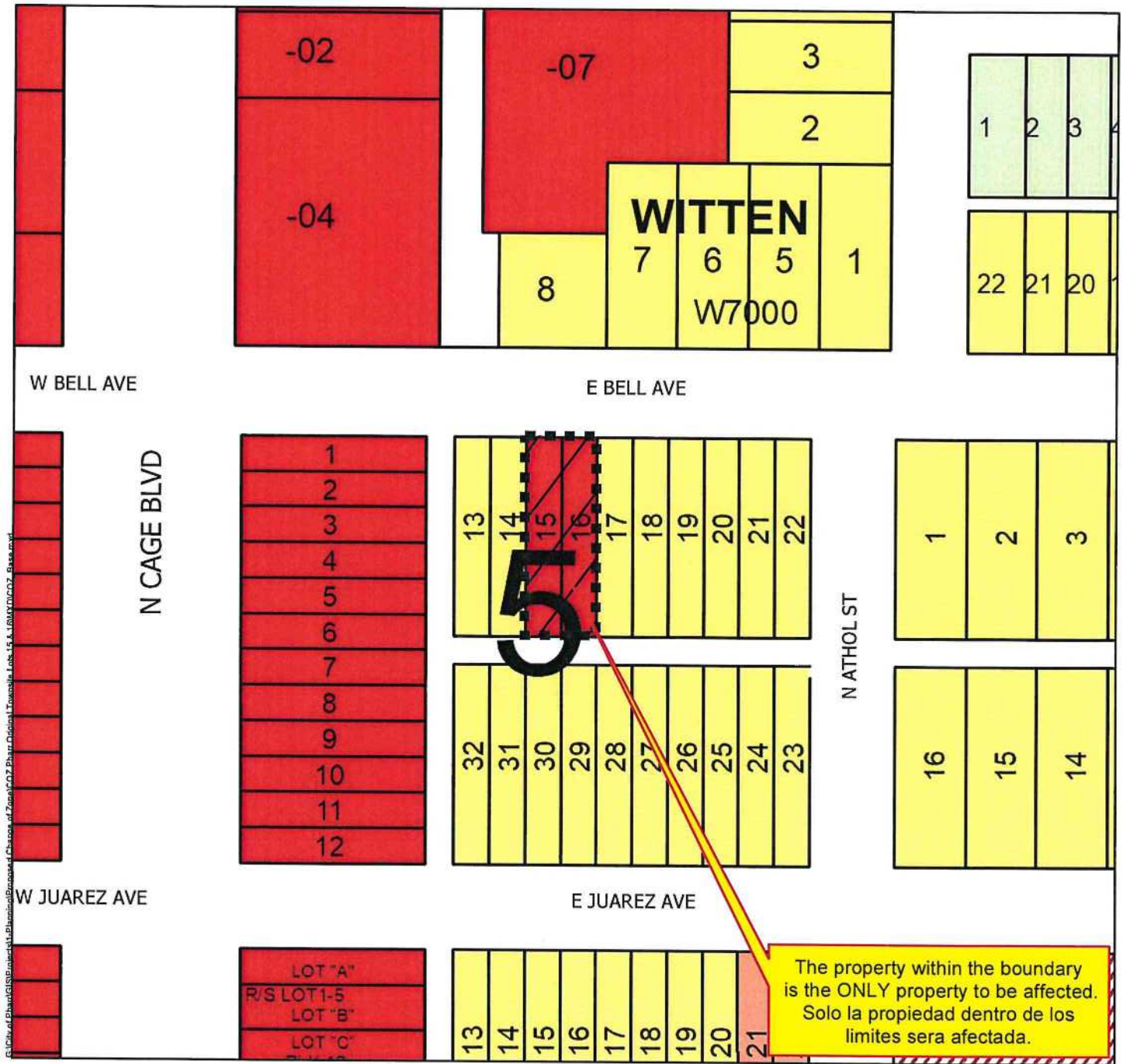
Date: 11/20/2020

Scale: 1 inch = 100 feet



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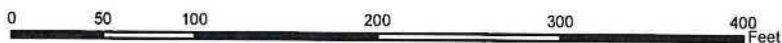


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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
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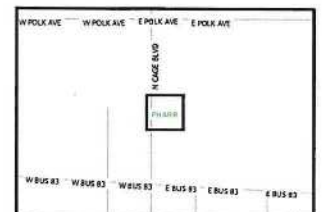
City of Pharr, Texas
Engineering Department
956.402.4242

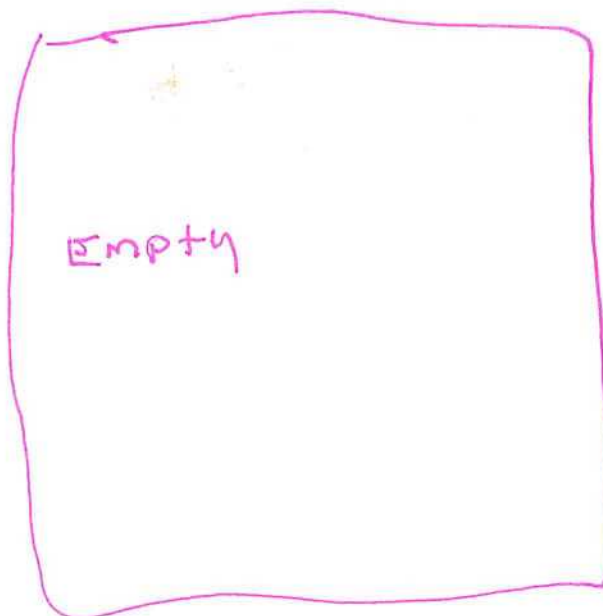
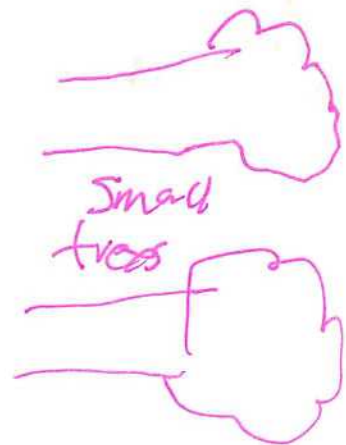
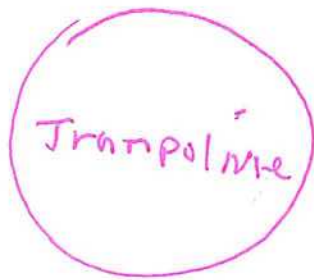
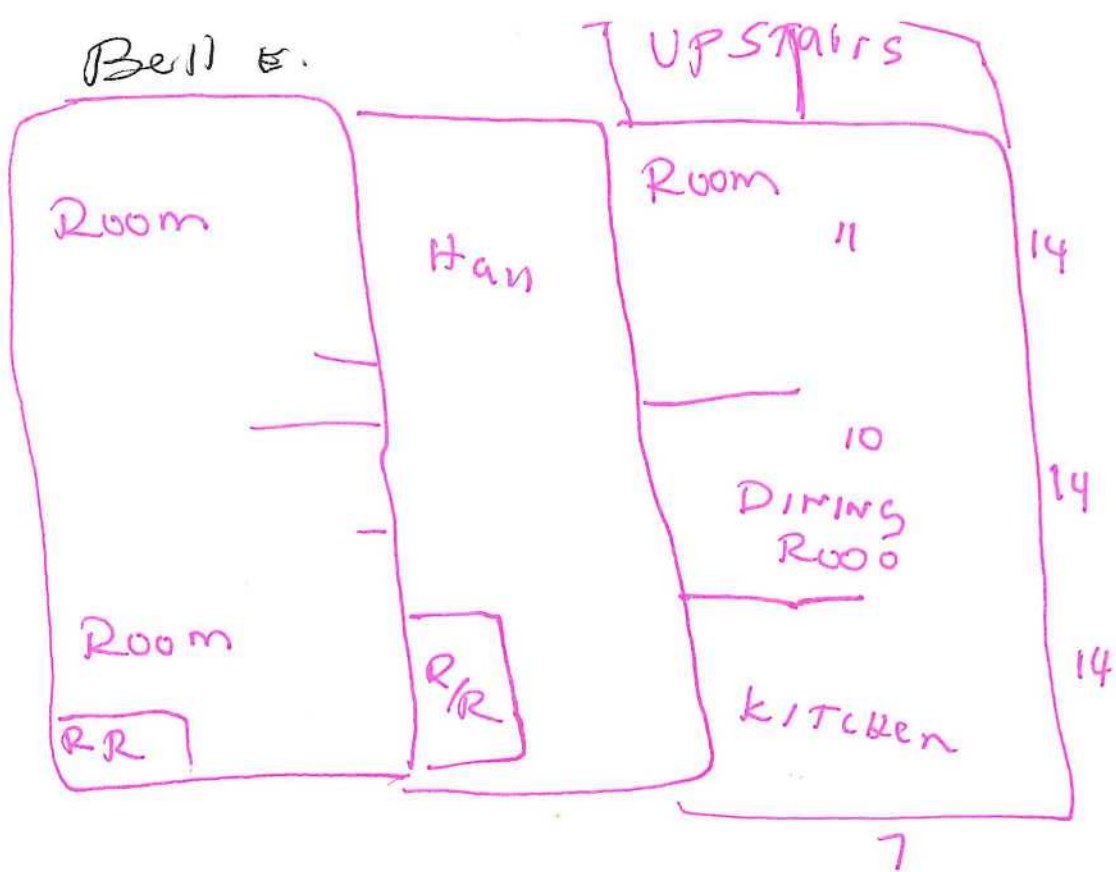
Date: 11/20/2020

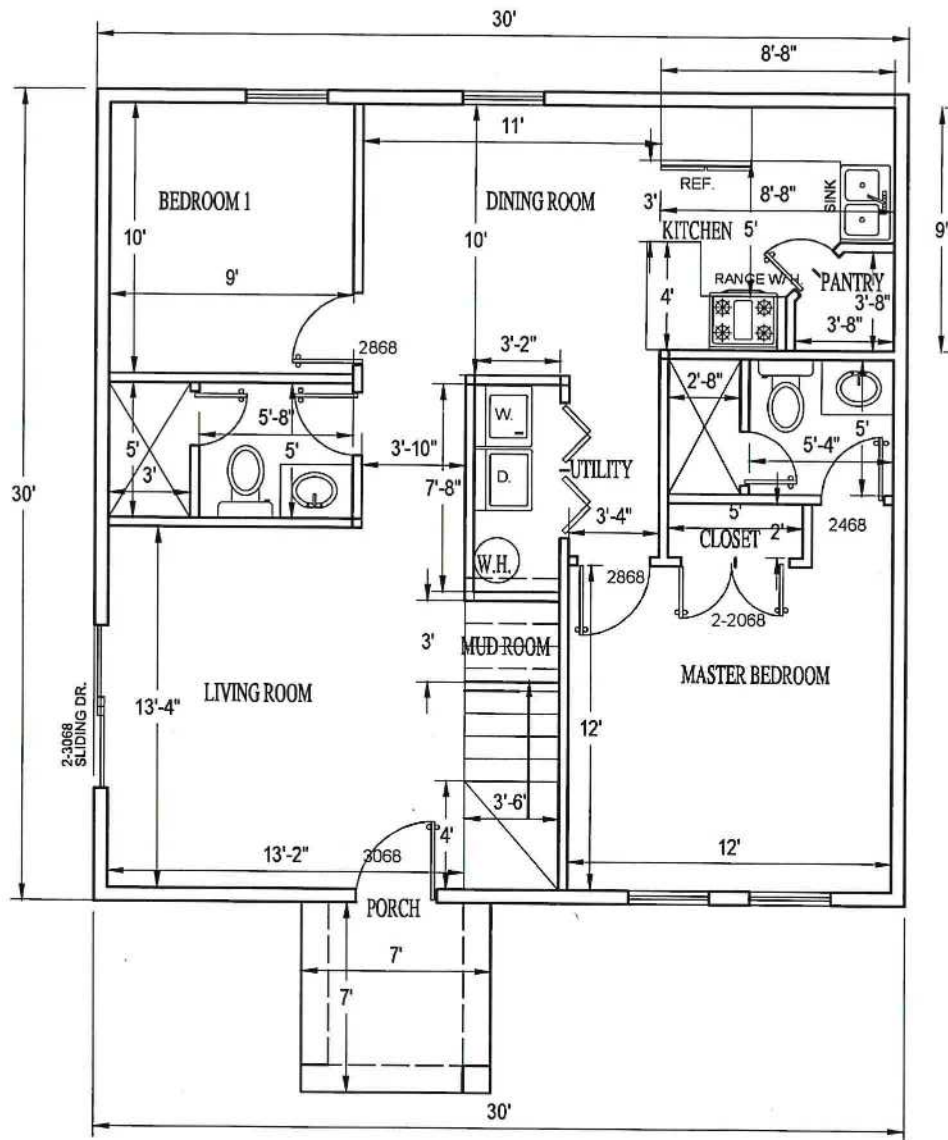
Scale: 1 inch = 100 feet



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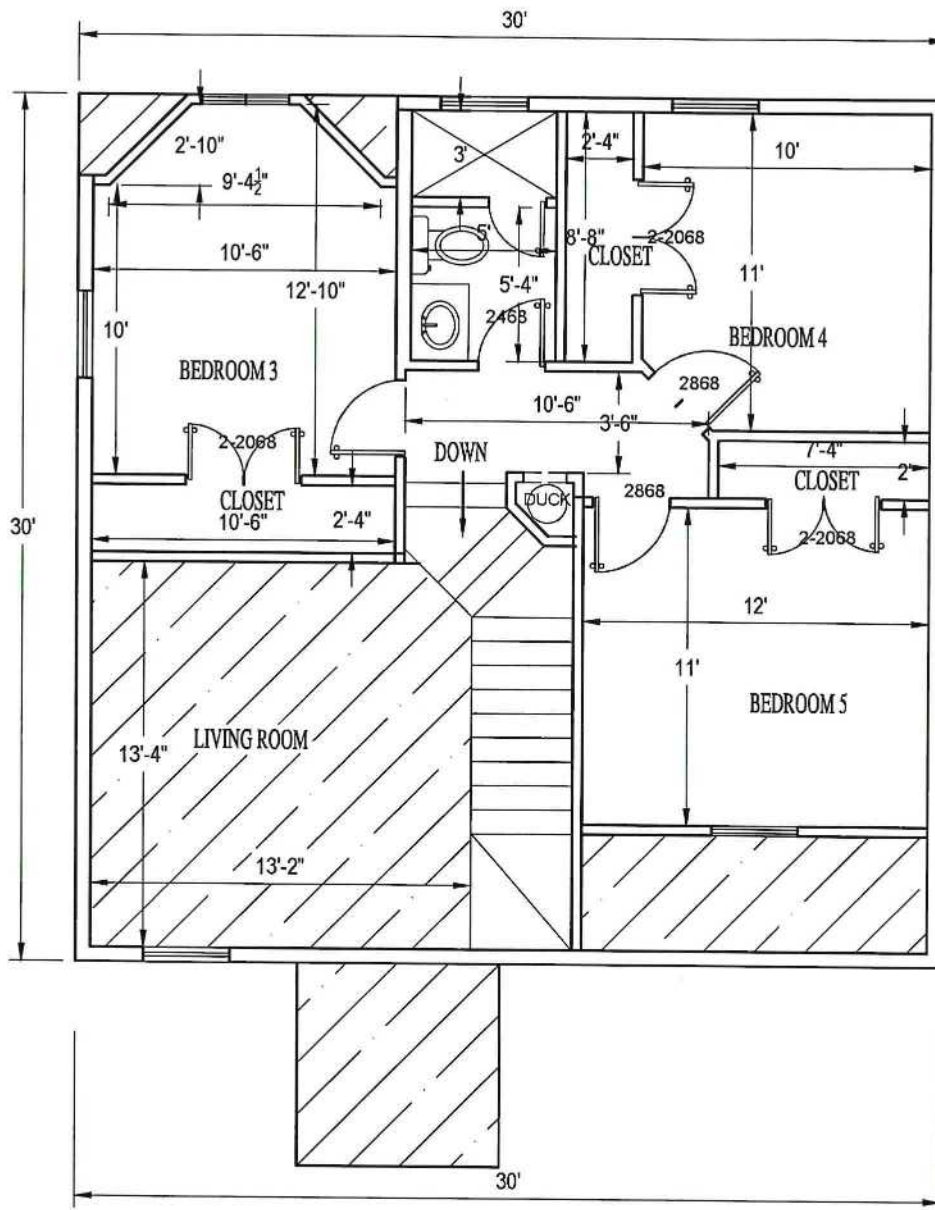




FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

AREA	SQ.FT.
LIVING 1st FLOOR	900.00 SQ FT
LIVING 2nd FLOOR	578.54 SQ FT
SUB TOTAL	1,478.54 SQ FT
PORCH	49.00 SQ FT
TOTAL	1,527.54 SQ FT



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Lucina G. Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being Lot 207, Villa de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6705 South Jackson Road. **CUP#201148**

Classification: Regular

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

Issue: Lucina G. Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). **CUP#201148**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). If approved, this item must comply with the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano

Created/Initiated - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020

Patricia Rigney
City Management Office

Approved - 12/16/2020
Final Approval - 12/18/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH FILE NO. CUP#201148 (CASA DE FE)
--

GENERAL INFORMATION:

APPLICANT: Lucina G. Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 207, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6705 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Single Family Residential District (R-1) to the east, and the City limits lie to the west. This area is generally designated for commercial in the Land Use Plan.

COMMENTS: **FIRE DEPARTMENT:** Pending inspection for the Conditional Use Permit.

CODE COMPLIANCE DIVISION: Pending inspection for the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Forty-three (43) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letter or legal notice.

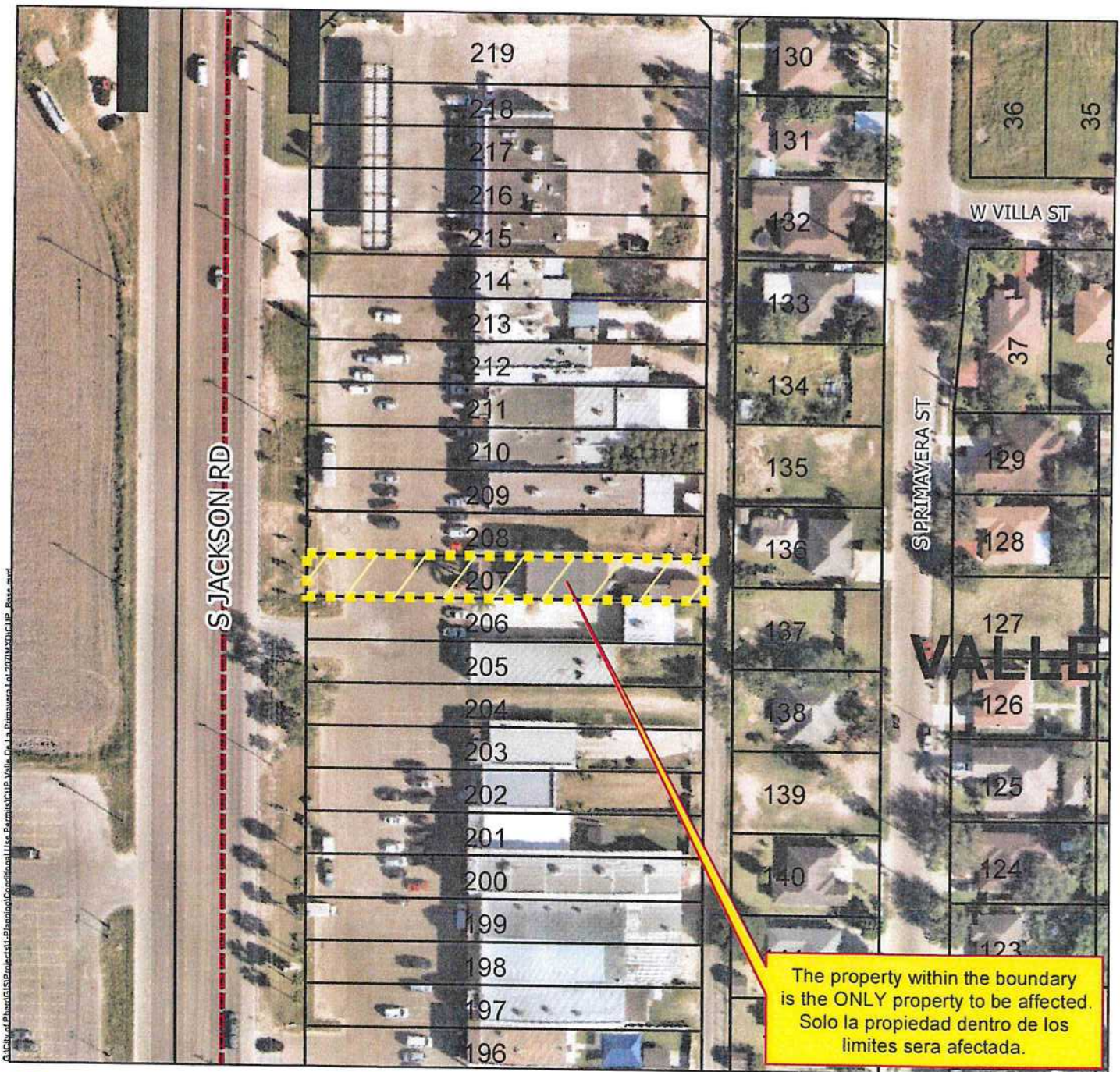
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** the request for Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). If approved, this item must comply with the following conditions:

1. This Conditional Use permit shall be issued for the Life-of-the-Use and issued to the current owner only;
2. Parking requirements as per Ordinance;
3. If the need arises for expansion, applicant shall advise the city and it will be necessary for the Planning & Zoning Commission to reconsider this permit;
4. The applicant shall comply with the Landscaping and Sign Ordinance;
5. Any change in ownership or applicant conducting business shall terminate this Conditional Use Permit;
6. A building permit and Certificate of Occupancy will be required, and current standard building codes must be observed; if applicable.
7. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
 - Any change in use or change in extent of use, area or location of the building being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation

**PLANNING & ZONING
COMMISSION:**

Planning and Zoning Commission voted unanimously to **approve** the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to staff's recommendations.

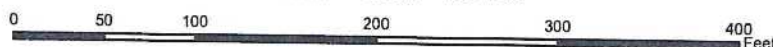


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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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

City of Pharr, Texas
 Engineering Department
 956.402.4242

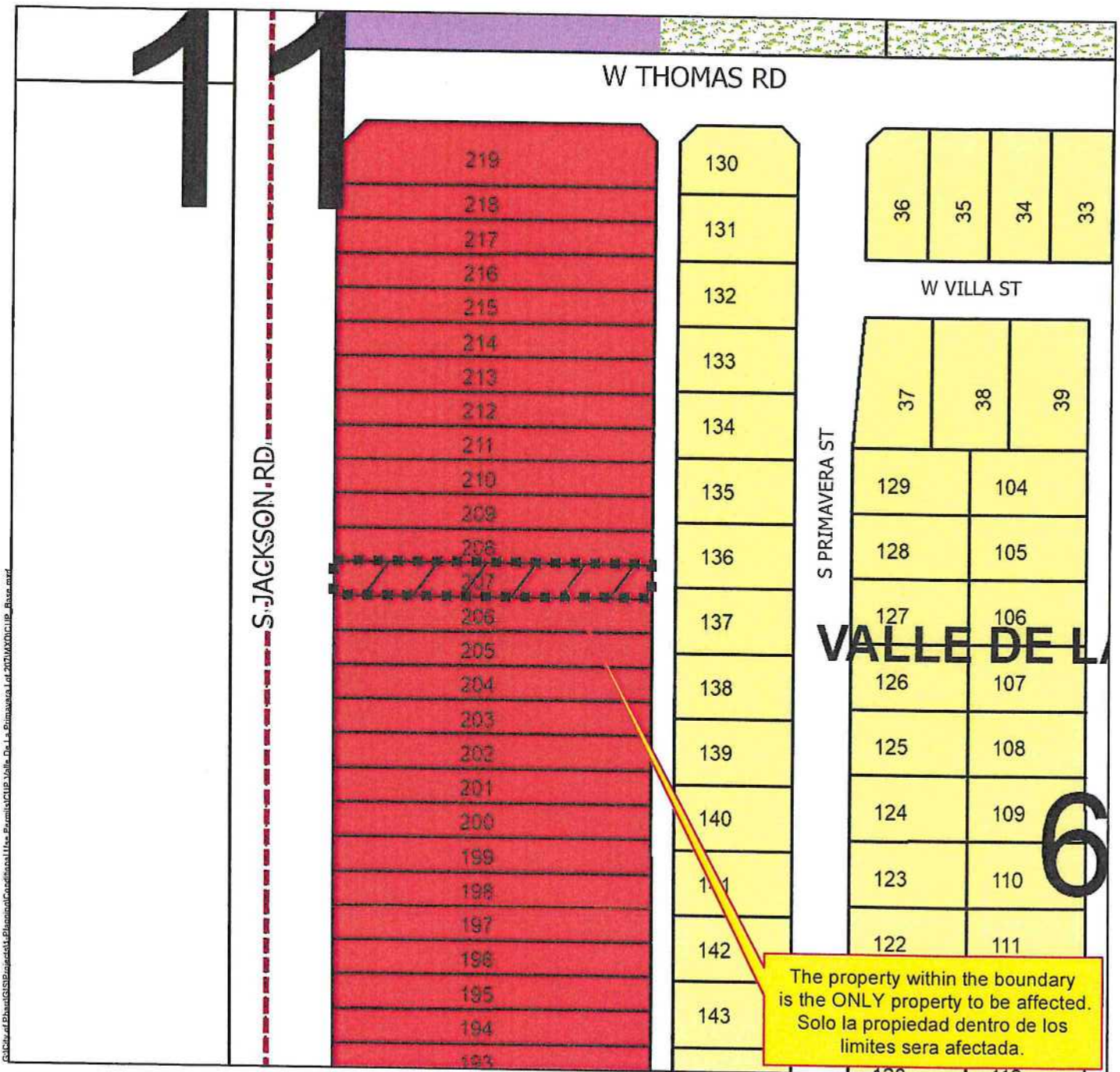
Date: 11/20/2020

Scale: 1 inch = 100 feet



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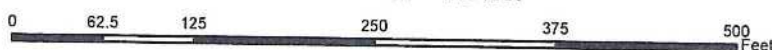


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City of Pharr, Texas
 Engineering Department
 956.402.4242

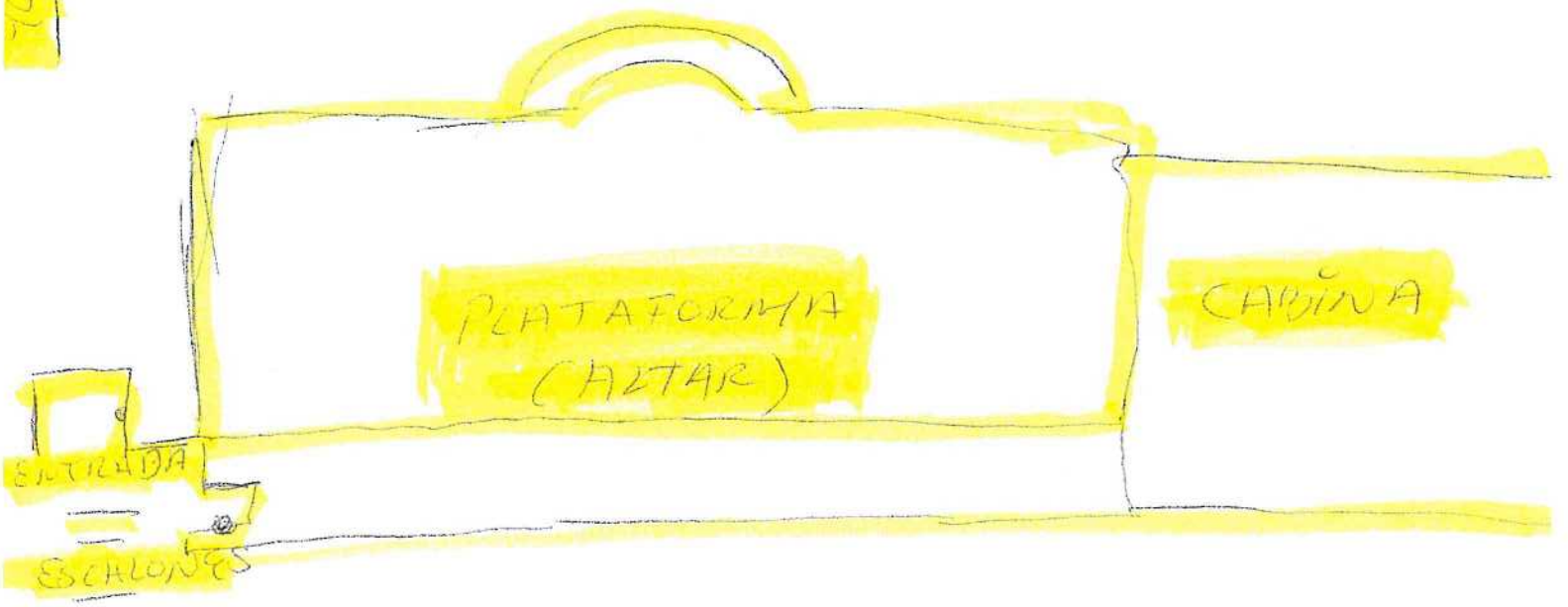
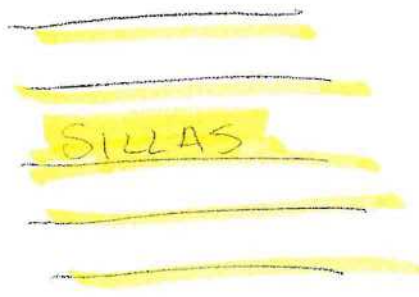
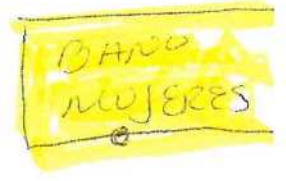
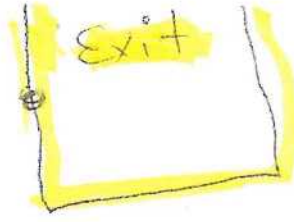
Date: 11/20/2020

Scale: 1 inch = 125 feet



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JACKSON

PARGUENDERO

30 PIES



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: 956 Night Life, LLC, d/b/a El Rodeo Bar & Grill, has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road. **CUP#201147**

Classification: Regular

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

Issue: 956 Night Life, LLC, d/b/a El Rodeo Bar & Grill, has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#201147**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

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

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020
Final Approval - 12/18/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC FILE NO. CUP#201147 (EL RODEO BAR & GRILL)
--

GENERAL INFORMATION:

APPLICANT: 956 Night Life, LLC, d/b/a El Rodeo Bar & Grill, has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6905 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and City of Pharr limits lie to the west. This area is generally designated for commercial use in the Land Use Plan.

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

	FIRE DEPARTMENT:	Pending reinspection for the Conditional Use Permit.
--	-------------------------	--

**CODE COMPLIANCE
DIVISION:** Pending reinspection for the
Conditional Use Permit.

HEALTH DIVISION: Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of
the Conditional Use Permit.

**HOURS OF
OPERATION:** Hours of operation are 3:00 p.m. to 2:00 a.m. Sunday through
Saturday.

**NOTIFICATION
OF PUBLIC:** Thirty-eight (38) surrounding property owner was notified of the
request by letter and a legal notice was published in the Advance
News Journal. Staff received no response to the letters or the
legal notice.

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

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

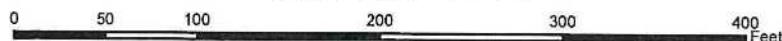


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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
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| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

City of Pharr, Texas
 Engineering Department
 956.402.4242

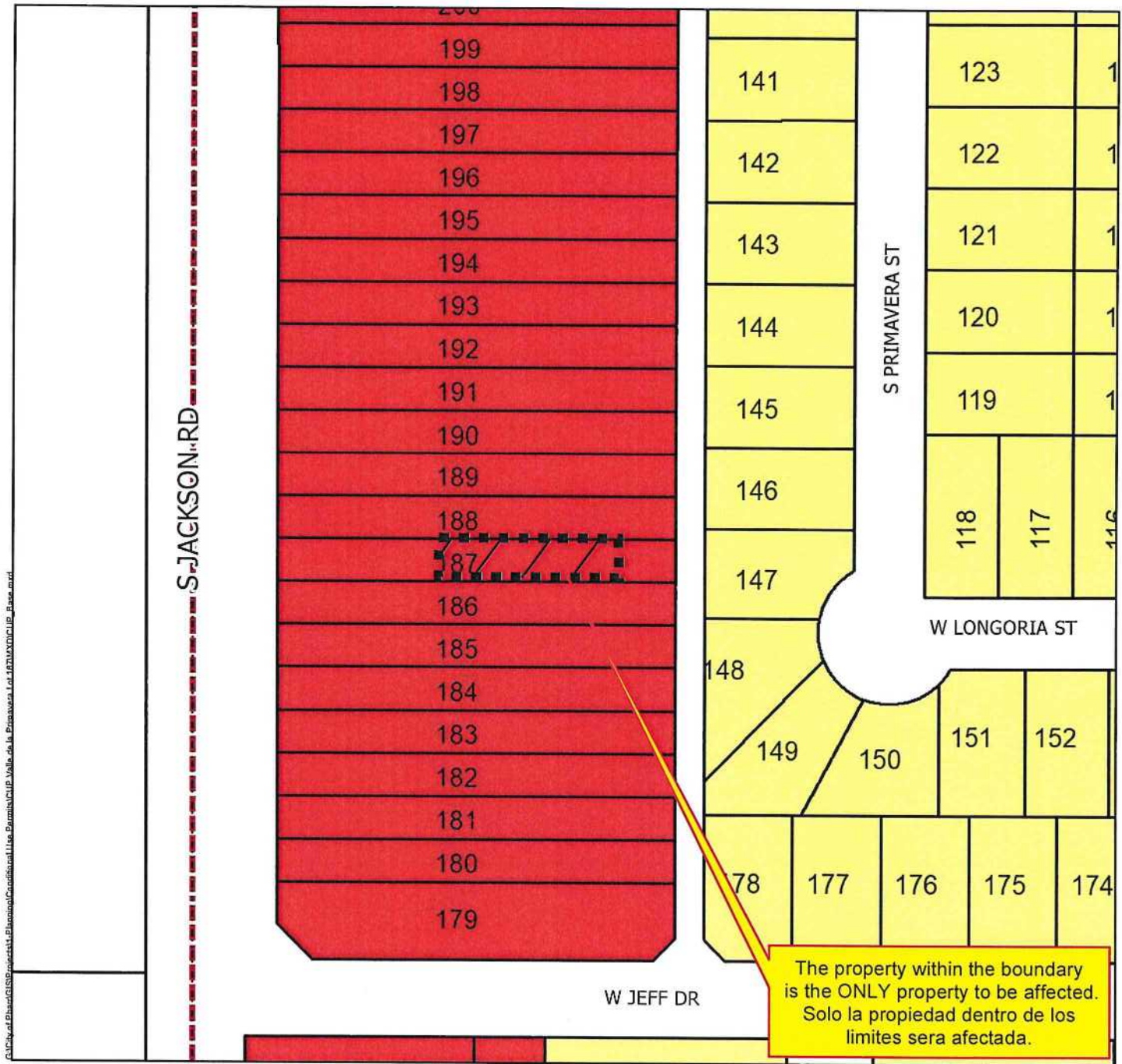
Date: 11/20/2020

Scale: 1 inch = 100 feet



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|---------------------------------------|--------------------|--------------------------|
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City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 11/20/2020

Scale: 1 inch = 100 feet



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EL RODEO

MAIN

BURGUER & FRIES \$6.99
CHEESE \$1.00

CHICKEN WINGS

**HOT - MILD - RANCH - LEMON
PEPPER**

6PC \$6.99

12 PC \$12.99

24 PC \$24.99

**INCLUDES CARROTS AND
CELERY**

TACOS DORADOS \$6.99

**6 TACOS SERVED WITH
CABBAGE, CILANTRO, ONION,
TOMATO DE CARNE PICADA OR
BISTEC**

TORTAS DE BISTEC \$6.99

**SERVED ON A BOLILLO BREAD
WITH WHITE CHEESE,
LETTUCE, TOMATO, ONIONS,
AGUACATE**

CEVICHE DE CAMARÓN

CHICO \$7.99

MEDIANO \$11.99

GRANDE \$15.99

CEVICHE DE PESCADO

CHICO \$6.99

MEDIANO \$10.99

GRANDE \$14.99

COCTEL DE CAMARÓN

CHICO \$6.99

MEDIANO \$11.99

GRANDE \$15.99

AGUA CHILES \$13.99

BAR & GRILL

... DRINKS ...

DOMESTIC BEERS \$3

**BUD LIGHT
BUD WEISER
MILLER LIGHT
MICHELOB ULTRA**

IMPORTED BEERS \$4

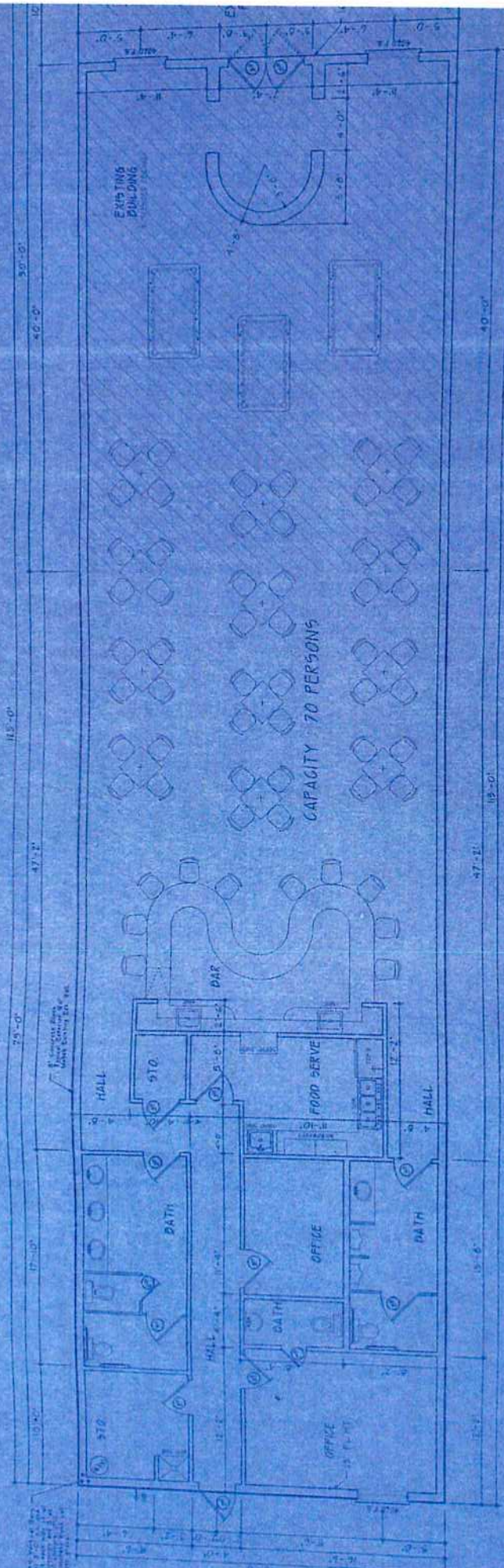
**CORONA
DOS XX
TECATE LIGHT**

PREMIUM BEER \$4

**MICHEL B ULTRA GOLD
WHITE CLAW SELTZER'S
TRULY SELTZER'S
BUD LIGHT SELTZER'S
CORONA SELTZER'S
SMIRNOFF**

ADDRESS

**6905 S JACKSON RD.
PHARR, TEZAS 78577**



FLOOR PLAN
3/16-1-10



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630**

Classification: Regular

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

Issue: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#130630**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney

Created/Initiated - 12/16/2020
Approved - 12/17/2020
Approved - 12/17/2020

City Management Office

Final Approval - 12/18/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

December 21, 2020

Conditional Use Permit for ABC –

Doc's Billiards & Sports Bar

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC_J Hernandez dba Docs Billards & Sports Bar_2013



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)
--

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 917 West Ferguson Avenue.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east and west, and Single-Family Residential District (R-1) to the south. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE DIVISION:

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

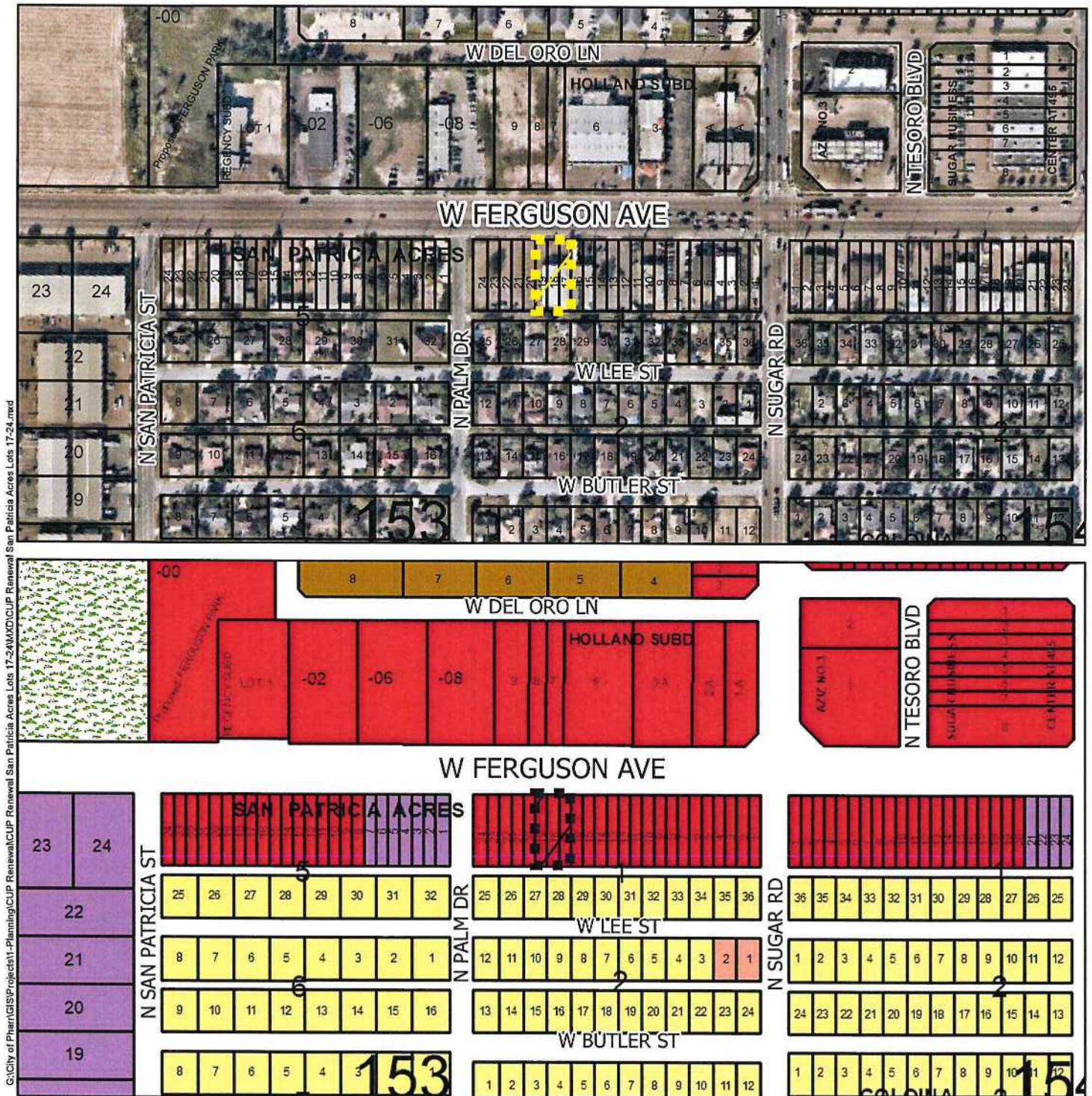
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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



G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Renewal San Patricia Acres Lots 17-24.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 | |





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.5.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road.
CUP#131046

Classification: Regular

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

Issue: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#131046**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Melanie Cano

Created/Initiated - 12/17/2020
Approved - 12/17/2020

Patricia Rigney
City Management Office

Approved - 12/17/2020
Final Approval - 12/18/2020



Pharr

MAYOR Ambrosio Hernandez, MD



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

December 21, 2020

Executive Summary Letter

Conditional Use Permit for ABC –

CNMK Texas Properties, LLC,
d/b/a Cinemark El Centro Mall 16

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Cinemark El Centro Mall 16.

The property is located at 600 North Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

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Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR
ABC – FILE NO. **CUP#131046** (CINEMARK EL CENTRO MALL 16)

GENERAL INFORMATION:

APPLICANT: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 600 North Jackson Road.

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

COMMENTS:

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

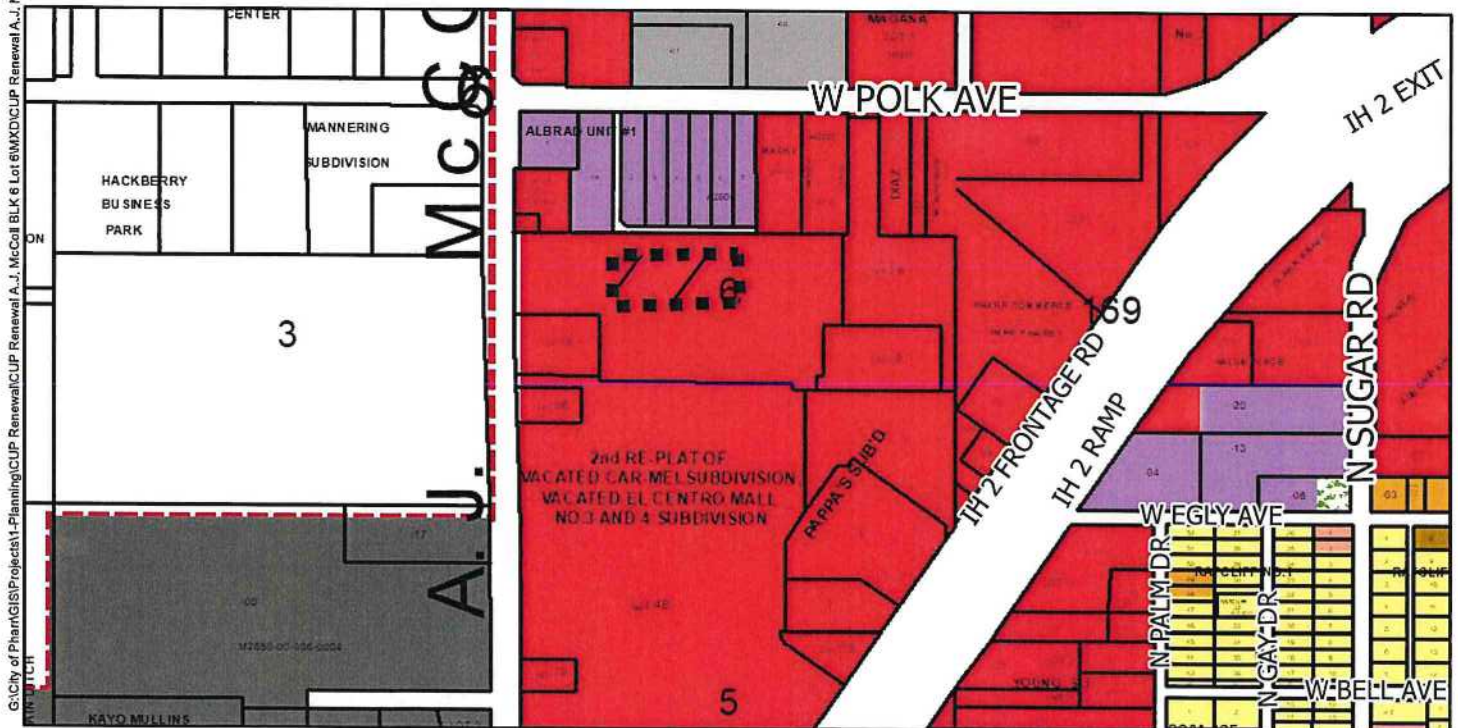
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

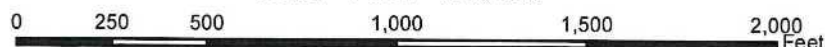
Conditional Use Permit Renewal
 Lot 3A, Re-plat of Vacated Carmel Subdivision,
 Vacated El Centro Mall No.3 and 4 Subdivision
 Cinemark El Centro Mall 16



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 500 feet



Date: 12/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.6.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169**

Classification: Regular

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

Issue: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#151169**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 12/17/2020
Approved - 12/17/2020
Approved - 12/17/2020
Final Approval - 12/18/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

December 21, 2020

Conditional Use Permit **Renewal** for ABC – Colonia Cinco Estrellas, L.L.C.

Background:

Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Colonia Cinco Estrellas, L.L.C.

The property is located at 2200 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151169 (COLONIA CINCO ESTRELLAS, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

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

COMMENTS:

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

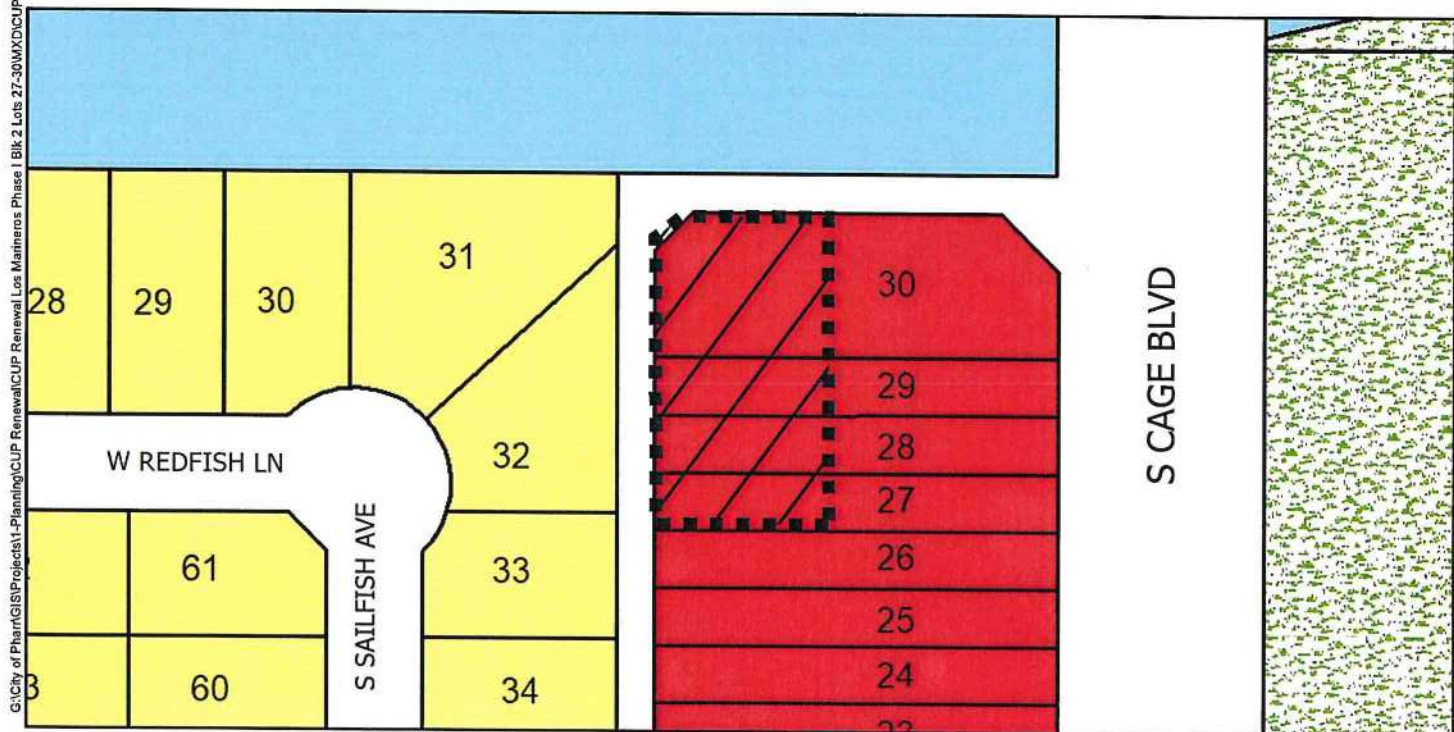
**PLANNING
DEVELOPMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

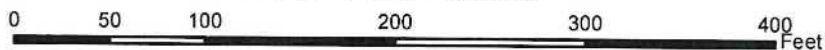
Conditional Use Permit Renewal
Los Marineros Subdivision Phase 1, Block 2, Lots 27-30
Maria Mayera Garza/ Colonia Cinco Estrellas



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 12/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.7.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83.
CUP#171165

Classification: Regular

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

Issue: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#171165**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 12/17/2020
Approved - 12/17/2020
Approved - 12/17/2020
Final Approval - 12/18/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

December 21, 2020

Conditional Use Permit **Renewal** for ABC –

Muy Pizza Tejas, LLC
d/b/a Pizza Hut

Background:

Muy Pizza Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 3rd renewal for Muy Pizza Tejas, LLC, dba Pizza Hut.

The property is located at 1001 West Highway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Muy Pizza LLC dba Pizza Hut _2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#171165 (MUY PIZZA-TEJAS, LLC DBA PIZZA HUT)
--

GENERAL INFORMATION:

APPLICANT: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1001 West Highway 83.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the south east and west and Rail Road R.O.W. lies to the north. The area is generally designated for commercial use in the Land Use Plan.

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

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

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

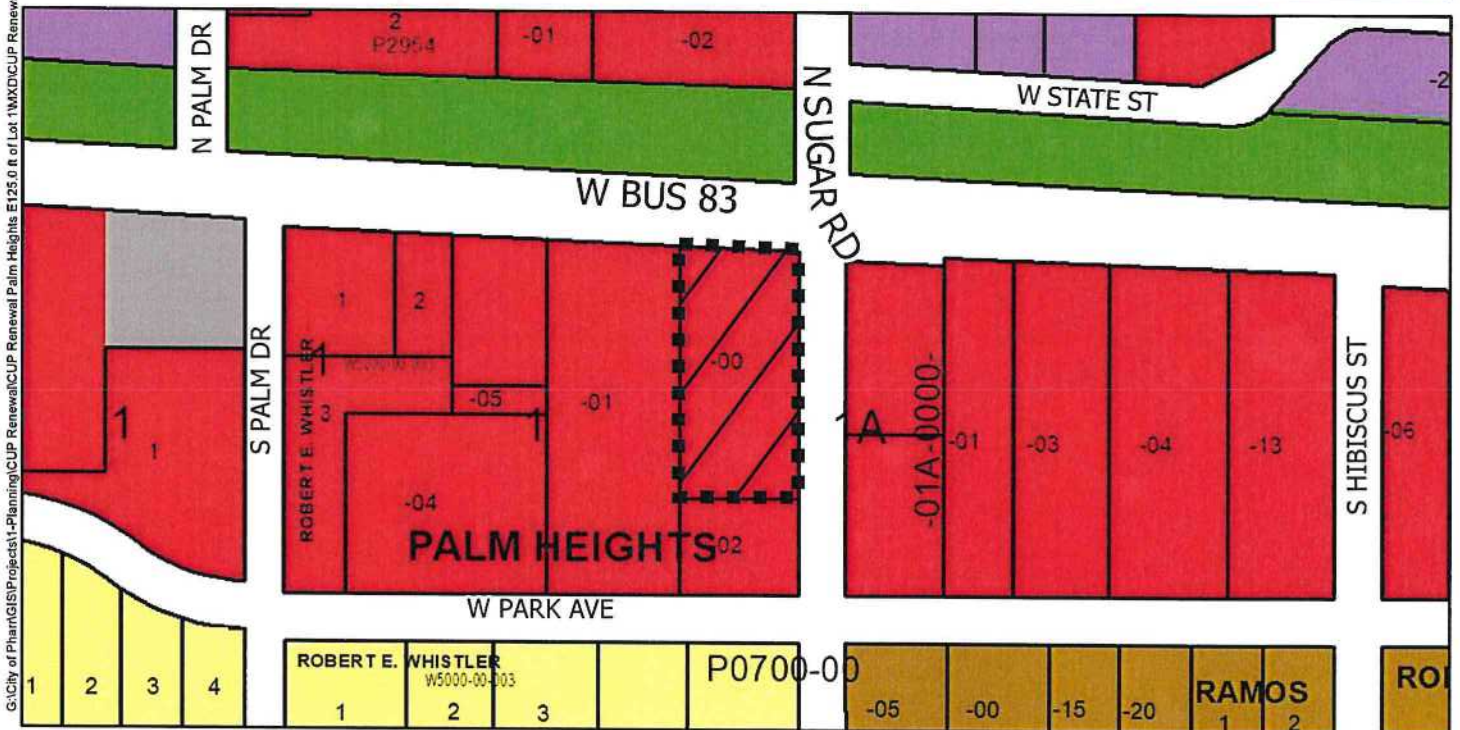
PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

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

Conditional Use Permit Renewal
Palm Heights E125.0 ft of Lot 1
Pizza Hut



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet



Date: 12/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED:

MEETING DATE: December 21, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Project Name:

Budgeted Item:

Amount Budgeted:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Patricia Rigney
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Atlas Consultants, representing Ramiro J. Elizondo is requesting final plat approval of the proposed Elizondo Estates Subdivision. The property is legally described as a Re-plat of the West 120 feet of Lots 1 and 2, Block 9, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 7400 Block of South Cage Boulevard. **SUB#190308**

Classification: Regular

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

Issue: Atlas Consultants, representing Ramiro J. Elizondo is requesting final plat approval of the proposed Elizondo Estates Subdivision. **SUB#190308**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Elizondo Estates Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Elizondo Estates Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020
Final Approval - 12/18/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: ELIZONDO ESTATES SUBDIVISION FILE NO. SUB#190308
--

GENERAL INFORMATION:

APPLICANT: Atlas Consultants, representing Ramiro J. Elizondo is requesting final plat approval of the proposed Elizondo Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as a Re-plat of the West 120 feet of Lots 1 and 2, Block 9, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at the 7400 Block of South Cage Boulevard.

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

PROPERTY PROPOSED USE: Retail business.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Elizondo Estates 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.

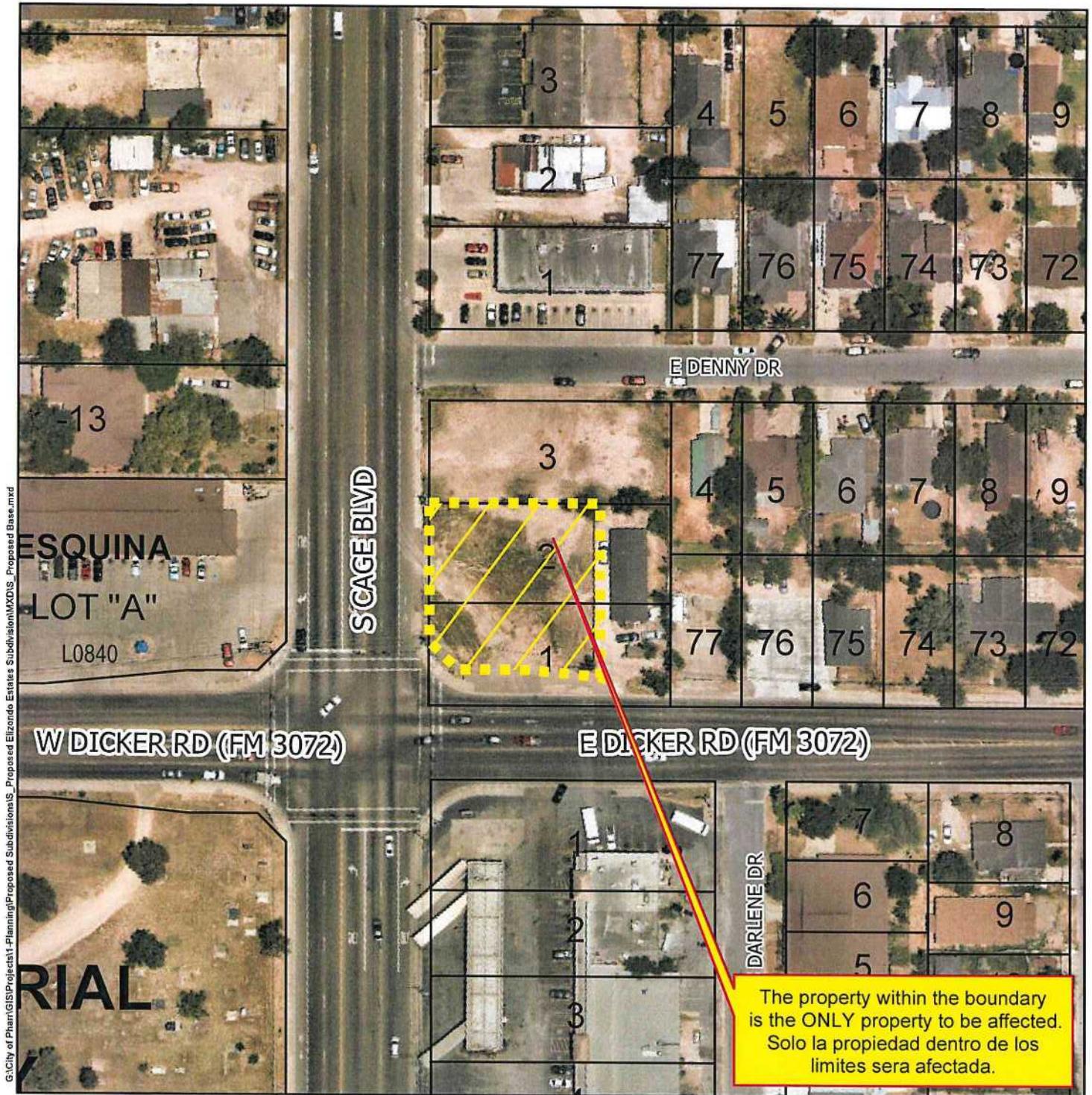
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

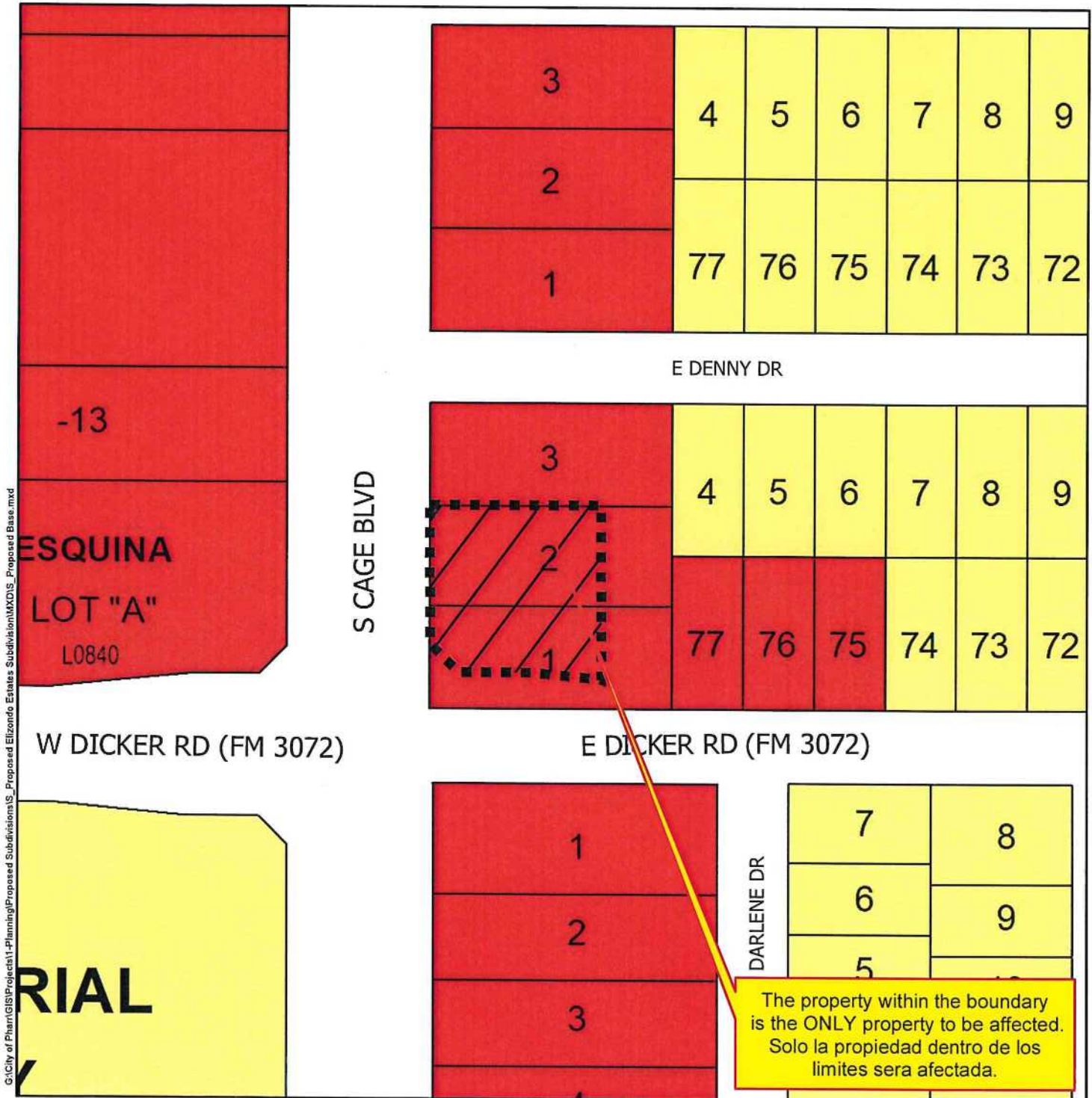
The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Elizondo Estates Subdivision.



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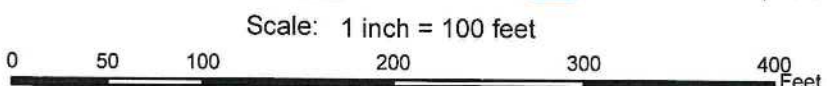
- | | | | |
|-----------------------------|---------------------------|--------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | General Business | Neighborhood Commercial |
| R1-E | Mobile Home | Business District | Office Professional |
| Single Family | Townhouse | Drainage Easement | PSJA ISD |
| Single Family Small Lot | HUD Code | Heavy Commercial | Hidalgo ISD |
| Two Family | Rail Road R.O.W. | Heavy Industrial | Valley View ISD |
| Medium Density Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |





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- | | | | |
|-----------------------------|---------------------------|--------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | General Business | Neighborhood Commercial |
| R1-E | Mobile Home | Business District | Office Professional |
| Single Family | Townhouse | Drainage Easement | PSJA ISD |
| Single Family Small Lot | HUD Code | Heavy Commercial | Hidalgo ISD |
| Two Family | Rail Road R.O.W. | Heavy Industrial | Valley View ISD |
| Medium Density Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt Inc., representing the City of Pharr, is requesting preliminary and final plat approval of the proposed North Side Community Center Subdivision. The property is legally described as being a 8.27 acres consisting of 5.00 acres out of Lot 98, Kelly-Pharr Subdivision and 3.27 acres out of Lot 1, Plaza Sport Center Phase I, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of E. Nolana Loop. **SUB#201134**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing the City of Pharr, is requesting preliminary and final plat approval of the proposed North Side Community Center Subdivision. **SUB#201134**

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed North Side Community Center Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat approval of the proposed North Side Community Center Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney

Created/Initiated - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020

City Management Office

Final Approval - 12/18/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 21, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: NORTH SIDE COMMUNITY CENTER SUBDIVISION FILE NO. SUB#201134

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing the City of Pharr, is requesting preliminary and final plat approval of the proposed North Side Community Center Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 8.27 acres consisting of 5.00 acres out of Lot 98, Kelly-Pharr Subdivision and 3.27 acres out of Lot 1, Plaza Sport Center Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1100 Block of E. Nolana Loop.

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

PROPERTY PROPOSED USE: Public use.

VARIANCES: None requested

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed North Side Community Center Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. Provide street light layout max. distance is 250'.

EASEMENTS: 1. Easement to the City to read: "Exclusive easement to City of Pharr".
2. Show all existing easements.

SIDEWALK: ADA: 1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION: 1. See attached comments.

WATER: 1. North Alamo Water Supply Corporation (N.A.W.S.C.).

SEWER: 1. See attached comments.
2. Need crossing permits for sewer line.
3. Shall install heavy wall casing for crossing irrigation line casing shall be 8' from edge of easement both sides.
4. Follow City of Pharr Construction Standards Manual.

DRAINAGE: 1. Verify detention directive for plat note # 5.
2. Javier from H.C.I.D.#2, mentioned that we can use their irrigation drain line, to discharge to the northside ditch, they would only ask to do a drop structure where the connection will be and upgrade the line from that point.
3. Drainage report needs approval from H.C.D.D. #1.

OTHER:

1. Provide signatures for engineer and surveyor.
2. Label all monuments on plat layout. Full complete callout.
3. Verify bearings with J.C. Brown subdivision, common lot line has different bearings and original plat from Plaza Sport Center.
4. Need a share access easement.
5. Need to fix true north on location map.
6. Show lot numbers on plat layout.
7. Show dimensions for easements on plat layout.
8. Need to show the remaining property of Plaza Sport Center Phase I, will need to be replat to show remaining property.
9. Show dimensions for easements on plat layout.
10. Label the commencing point as stated on the metes & bounds show on plat layout.
11. On the third paragraph verify the distance.
12. Plat note # 1, only show Setbacks as per City of Pharr Ordinance (remove the rest).
13. Plat note #13, remove.
14. As per H.C.I.D.#2, they will allow paving over the irrigation easement.
15. Plat note #3, verify the flood zone, "AH".
16. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat approval of the proposed North Side Community Center Subdivision.



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: North Side Community Center Subdivision Preliminary

Reviewed by: Dago Soto

November 24, 2020

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be FACTORY from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each BLUE MARKER to be affixed on payment by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted RED: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- 1. North side Fire Hydrant move back approximately 50 feet south.**
- 2. Fire Hydrant shall be 6 feet behind the curb. Show details in the Fire Hydrant diagram**
- 3. Shall show on plans the width of the access roads.**

STAFF REVIEW COMMENTS FOR: *NORTH SIDE COMMUNITY CENTER SUBDIVISION*

COMMENTS: Initials: J.R. / R.B Nov 24, 2020

WATER:

- Water belongs to (N.A.W.S.C.)
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need verify size sewer service in amphitheater will need 6" prop. sewer service
- (Recommendation) To extend sewer main line to the N.W. side of property for future use.
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____

SUBDIVISION: North Side Community Center**DATE: 11/24/2020****COMMERCIAL: 8.27 ACRES**
(PRELIMINARY REVIEW)**PLAT**

1. Note No. 6 remove "WITHIN" and add: "ALONG *THE NORTH SIDE OF* E. NOLANA LOOP AT BUILDING PERMIT STAGE"

GENERAL NOTES

1. Provide cross section details if the proposed water and sanitary sewer lines will cross the proposed storm sewer system.
2. Must submit a digital copy (in USB) and three (3) hard copies of the Stormwater Pollution Prevention Plan w/Notice of Intent. Will be reviewed and must be approved prior to any earthwork disturbance or issuance of N.T.P.
3. Include a copy of the Erosion & Sediment Control Plan in each set of construction plans (8).

ADDITIONAL COMMENTS

1. N/A



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: North Side Community
Center Subdivision

DATE: November 24, 2020

REVIEW: Preliminary (revised comments plans dated 11-20-2020)

PLAT

1. Note No. 6---Revise note to say... "5.0'-ft sidewalk with ADA ramps and landing will be required to be constructed along north side of Nolana Loop at the time of subdivision construction phase.

SITE PLAN

1. Recommend installing waterline connecting to Northside Community Center at Encino Ridge Estate Subdivision Phase, to avoid having to bore underneath proposed street.

DRAINAGE

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

CLOSEOUT DOCUMENTS

1. All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

ADDITIONAL COMMENTS

- Please verify AH zone and whether a CLOMAR will be necessary

Eddie Martinez

From: Javier Lopez <jl_hcid2@att.net>
Sent: Tuesday, November 24, 2020 4:31 PM
To: Eddie Martinez
Cc: Kelley Heller-Vela
Subject: North Side Community Center

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

North Side Community Center

1. City may improve the drain line going north.
2. City may pave easement for road but will need a letter stating we are not responsible for damages.

Thanks

Javier Lopez

Water Operations Superintendent

Hidalgo County Irrigation District No. Two

P.O. Box 6

San Juan, TX 78589

Phone: 956-787-1422

Email: jl_hcid2@att.net

Email 2: jl_hcid2@hcid2.org

BEING 8.27 ACRES CONSISTING OF: 5.00 ACRES
OUT OF LOT 98, KELLY-PHARR SUBDIVISION
AND 3.27 ACRES OUT OF LOT 1,
PLAZA SPORT CENTER PHASE I CITY OF PHARR,
HIDALGO COUNTY, TEXAS

[illegible]

1. THENCE, S 81° 28' 37" E (3.61'-30" BE) DEED CALL A DISTANCE OF 253.44 FEET (80.00 FEET DEED CALL) TO A NO. 4 REBAR SET ON THE EAST LINE OF SAID LOT M AND THE WEST LINE OF LOT 97 OF SAID KELLY-FAYMAN SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT;

4. THEREIN, N 4° 28' 32" W, 25' 32" W MAP CALLS IN N 3° 19' W DEED CALLS CONTINUING ALONG THE SOUTHWEST LINE OF SAID LOT 1 AND AN EXISTING NORTH BRIGHT-SPRAY LINE OF HOLANA LOTS, A DISTANCE OF 100.44 FEET (100.4 FEET MAP CALLS) (100.44 FEET DEED CALLS) TO A H.D. A REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1, FOR THE SOUTHWEST CORNER OF THIS TRACT.

5. THEREIN, N 89° 31' 28" E, 68' 19" E DEED CALLS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 203.74 FEET (203.7 FEET MAP CALLS) TO A REBAR FOUND WITH A YELLOW CAP STAMPED "902"; FOR A SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT.

10. THERE, N 81° 24' 30" E 28' 31" W DEED CALL A DISTANCE OF 18.83 FEET TO AN "X" MARK FOUND ON CONCRETE, FOR AN INSIDE CORNER OF THIS TRACT.

NOTES:

1. SETBACKS AS PER CITY OF PHOENIX ORDINANCE.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 1' ABOVE TOP OF CURVE MEASURED AT POINT CENTER OF LOT.

THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 29,317 S.F. ACCESS PAVEMENT WILL BE REQUIRED FOR DETENTION. THIS IS AN ESTIMATE ONLY AND DETAILED PLANNING AND DESIGN FOR THE DETENTION BASIN, INCLUDING PERMITS, AND BUILDING PERMIT SHALL BE OBTAINED FOR THIS PLANNED FACILITY (UNTIL A STORMWATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHOENIX FOR THIS DEVELOPMENT.

2. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
1. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPODES).
2. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

[illegible]

IN WITNESS WHEREOF, THE SAID GRANTEE HAS EXTENDED THIS INSTRUMENT THE DAY OF _____, 19__.

(GRANTEE'S SIGNATURE)

ADDRESSES FOLLOWING

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON

PRESIDENT

ATTEST

SECRETARY

THE UNDERSIGNED, MAYOR OF THE CITY OF PHOENIX, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ACT OF MAY 1908, AND THAT THE SAME IS A VALID AND CORRECT PLAT OF MAP OR EASEMENTS.

07/03/2015 07:03

NO
GATES

1
1.7

THE JURY FINDS THAT THE DEFENDANT IS GUILTY OF THE CHARGE OF MURDER IN THE SECOND DEGREE.

[illegible][illegible]

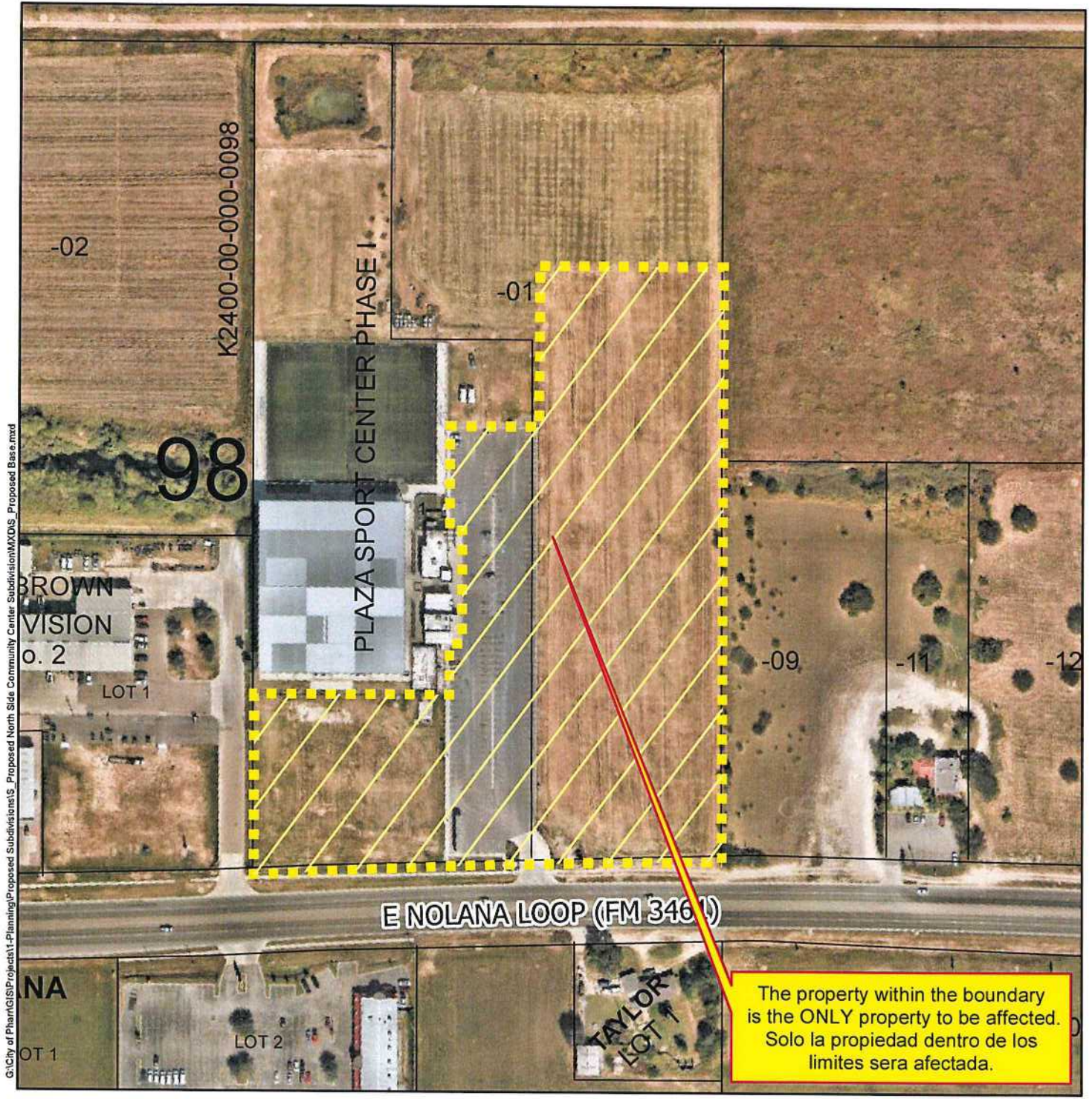
WELDEN & HUNT INC.
COMMERCIAL REAL ESTATE & FINANCIAL SERVICES

118 W. MAIN STREET, CHICAGO, IL 60641
TEL: (312) 331-1000 FAX: (312) 331-1823
TELEFAX: (312) 331-1823 • www.welddenandhunt.com

REAL ESTATE INVESTMENT
SERVICES (NAT'L)

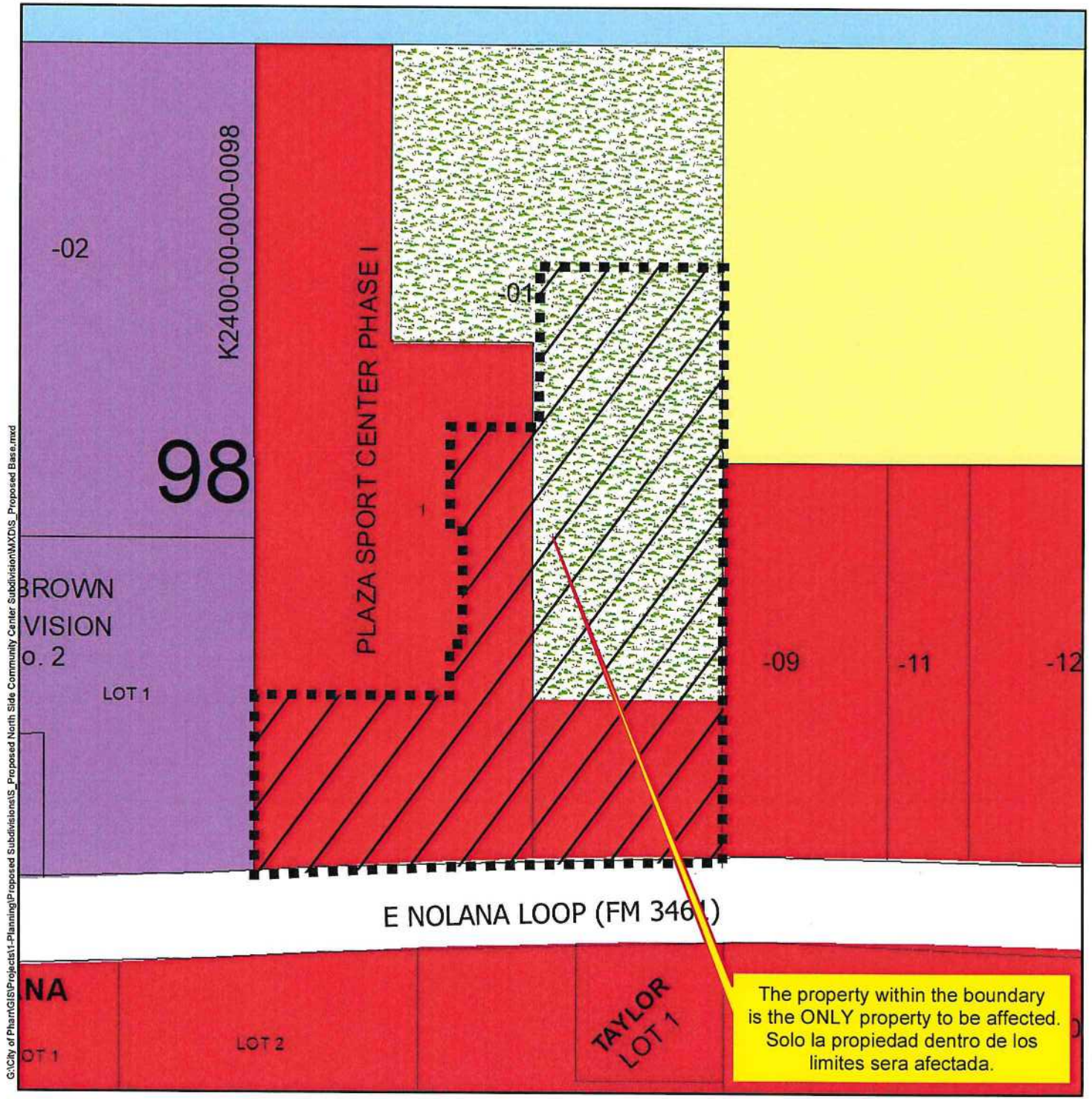
10

10



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

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



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed North Side Community Center Subdivision\MXD\IS_Proposed Base.mxd

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 18, 2020

MEETING DATE: December 21, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

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. ***(3rd and Final Reading)***

Classification: Regular

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

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

Project Name: Electioneering Ordinance

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: None

Staff Recommendation: Approval

Alternatives: None

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 12/18/2020
Approved - 12/18/2020
Final Approval - 12/18/2020

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.B.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item:

Consideration and action, if any, on Ordinance amending Sign Ordinance O-2014-14. **(2nd Reading)**

Classification: Regular

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

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.

Project Name: n/a

Budgeted Item: n/a

Amount Budgeted: n/a

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: Approve/Deny/Table

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza

Melanie Cano

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 12/17/2020

Approved - 12/17/2020

Approved - 12/17/2020

Approved - 12/17/2020

Final Approval - 12/18/2020

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

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.

- (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.
- 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;

- 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.
- 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.

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.

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.

Sec. 106-39. 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.

Secs. 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.

Sec. 106-62. Sign Classifications

A) Permitted signs. Except as otherwise provided in this article, permitted signs shall be as enumerated in 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 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.
- 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 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 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.) ~~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 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.) *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.

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 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.**

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.

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.) 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.

- 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.

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.

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.

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.

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.

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.

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.

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 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:
 - a) Elements of the sign have portions of the finished material missing, broken or otherwise illegible.
 - 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.
 - c) The sign is partially disassembled.
 - d) The sign display area must display information that is current, or a blank sign panel must be installed.
 - 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.

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.

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.

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.

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

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 percent (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.

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.

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-O 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, 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 sixty (60) 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.

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.

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 **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.

Sec. 106-147. 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

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

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 _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing a Representative and an Alternate for Amigos Del Valle Board of Directors for Fiscal Year 2020-2021.

Classification: Regular

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

Issue: Amigos Del Valle is requesting the City's appointment of Representative and Alternate for their Fiscal Year 2017-2019 Board of Directors.

Current Members:

Comm. Eleazar Guajardo, Representative

Comm. Ricardo Medina, Alternate

Project Name: N/A

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Patricia Rigney

City Management Office

Created/Initiated - 12/17/2020

Approved - 12/17/2020

Final Approval - 12/18/2020

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NO. R-2020-

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: December 8, 2020

MEETING DATE: December 21, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Parks and Recreation Advisory Board.

Classification: Regular

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

Issue: Mrs. Ana Chavez has informed Parks and Recreation Director, Sergio Alanis, that she can no longer serve as a board member. As a committee of nine (9) members her spot needs to be filled

Project Name: N/A

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff believes Mr. Ben Cantu II would be an appropriate choice to fill the open board member vacancy.

Mr. Cantu is a lifelong Pharr resident, owner of Pharr business (Ben's Bookkeeping), and has shown interest in being involved in the Parks and Recreation Community. Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 12/8/2020
Approved - 12/18/2020
Final Approval - 12/18/2020

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N

NO: R-2020-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine (9) members who shall be residents of the City of Pharr and serve a term of two (2) years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term; and

WHEREAS, a vacancy has occurred due to the resignation of board member Ana Chavez; and

WHEREAS, appointment of one (1) member needs to be made at this time for the remainder of the unexpired term; and

WHEREAS, such Board member shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr

NAME:

LENGTH OF TERM

- | | |
|----|------------------------------------|
| 1. | 2 Year Term (to expire on 6/25/21) |
|----|------------------------------------|

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 21st day of December, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: December 15, 2020

MEETING DATE: December 21, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the West Hi-Line Road, Jackson Road to Cage Boulevard, CSJ 0921-02-376

Classification: Regular

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

Issue: The proposed Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$208,150 is to cover the Direct State Costs for Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$65,964

Construction Direct State Costs: \$142,186

Total: \$208,150

Project Name: West Hi-Line Road

Budgeted Item: Yes

Amount Budgeted: \$208,150

Fiscal Consideration: The total amount of \$208,150 is due to TxDOT before construction begins.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the West Hi-Line Road, Jackson Road to Cage Boulevard, CSJ 0921-02-376

Alternatives: None

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maria Rangel
Omar Anzaldua

Created/Initiated - 12/15/2020
Approved - 12/18/2020

Karla Saavedra
Patricia Rigney
City Management Office

Approved - 12/18/2020
Approved - 12/18/2020
New - 1/1/1900

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
METROPOLITAN MOBILITY FUNDS OFF-SYSTEM
HI-LINE WEST ROAD, JACKSON RD. TO CAGE BLVD.
CSJ: 0921-02-376**

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** and **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening of Hi-Line West Road, Jackson Rd. to Cage Blvd., to 2 lanes with continuous left turn lane and shoulders**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Metropolitan Mobility Funds Off-System, Hi-Line West Road, Jackson Rd. to Cage Blvd. CSJ: 0921-02-376; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$208,150** (*This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.*) and authorizes initial payment in the amount of **\$65,964** to the Texas Department of Transportation Trust Fund.

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

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

The City of Pharr authorizes the issuance of a check in the initial amount of **\$65,964** to the Texas Department of Transportation Trust Fund.

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

PASSED AND APPROVED this 21st day of December 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Metropolitan Mobility Funds
Off-System**

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291 and 115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitation and reconstruction of a city street (Hi-Line Road in the City of Pharr)**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of Preliminary Engineering, Schematics, Environmental documents, ROW acquisition, utility adjustments and final design, plans, specifications and estimates (PS&E), to construct and widen to a two 12 foot lane roadway with continuous 14 foot left turn lane, including curb and gutter on Hi-Line Road from Jackson Road to Cage Blvd.

4. Project Sources and Uses of Funds

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

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

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

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for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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

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or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

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

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procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

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

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its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

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

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all

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determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

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Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577-4810	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

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22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

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Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dba/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

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

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

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CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
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Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

29. Lobbying Certification

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

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

- i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

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

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-376 RCSJ: 0921-02-418	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line Road	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

This project received a total of \$5,860,000 in Category 7, Metropolitan Mobility Funds from the Rio Grande Valley Metropolitan Planning Organization. These funds are for Right of Way and Construction. The Local Government is responsible for 100% of Preliminary Engineering, Environmental, Utilities, Construction, Construction Engineering, and all Direct State Costs. Considering an 90% Economically Disadvantaged County Program reduction to the project's Construction, the federal share is 80%, the state share is 18%, and the local government share is 2% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) 100% local	\$254,800	0%	\$0	0%	0%	\$0	0%	100%	\$254,800
Environmental (by LG) 100% Local	\$20,000	0%	\$0	0%	0%	\$0	0%	100%	\$20,000
ROW (Cat 7)	\$660,000	80%	\$528,000	0%	0%	\$0	20%	20%	\$132,000
Utilities (by LG) 100% Local	\$287,600	0%	\$0	0%	0%	\$0	0%	100%	\$287,600
Construction (Cat 7)	\$5,200,000	80%	\$4,160,000	0%	18%	\$936,000	20%	2%	\$104,000
Construction (by LG) 100% Local	\$227,458	0%	\$0	0%	0%	\$0	0%	100%	\$227,458
Construction Engineering (by LG) 100% Local	\$260,000	0%	\$0	0%	0%	\$0	0%	100%	\$260,000
Subtotal	\$6,909,858		\$4,688,000			\$936,000			\$1,285,858
Engineer. Direct State Costs	\$34,625	0%	\$0	0%	0%	\$0	100%	100%	\$34,625
Environmental Direct State Costs	\$9,893	0%	\$0	0%	0%	\$0	100%	100%	\$9,893
ROW Direct State Costs	\$2,473	0%	\$0	0%	0%	\$0	100%	100%	\$2,473
Utilities Direct State Costs	\$2,473	0%	\$0	0%	0%	\$0	100%	100%	\$2,473
ROW Direct State Costs (ROW Division review and oversight) by LG	\$16,500	0%	\$0	0%	0%	\$0	100%	100%	\$16,500
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$142,186	0%	\$0	0%	0%	\$0	100%	100%	\$142,186
Indirect State Costs	\$312,326	0%	\$0	100%	100%	\$312,326	0%	0%	\$0
Subtotal	\$520,476		\$0			\$312,326			\$208,150
TOTAL	\$7,430,334		\$4,688,000			\$1,248,326			\$1,494,008

Initial payment by the Local Government to the State:	\$65,964
Payment by the Local Government to the State before Construction:	\$142,186
Estimated total payment by the Local Government to the State:	\$208,150



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 2, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on reconciliation Change Order No. 3 in the amount of \$11,515.89 and final acceptance of the International Bridge Expansion & Renovations Project with International Consulting Engineers. and release of final payment and retainage in the amount of \$71,419.88.

Classification: Regular

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

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.

Project Name: International Bridge Expansion & Renovations Project

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Change Order No. 3 in the amount of \$11,515.89 and acceptance of the International Bridge Expansion & Renovations Project with International Consulting Engineers and release of final payment and retainage in the amount of \$71,419.88.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Ignacio Amezcua
Ignacio Amezcua
Patricia Rigney

Created/Initiated - 12/2/2020
Approved - 12/2/2020
Approved - 12/16/2020
Approved - 12/16/2020
Approved - 12/16/2020

Karla Saavedra
City Management Office

Approved - 12/18/2020
Final Approval - 12/18/2020



CHANGE ORDER

Contractor: International Consulting Engineers

Change Order No.: 3

Project: City of Pharr International Bridge Facility Expansion
and Renovations

Date: 12/7/2020

Project # 1819-70-510-C005-395

Notice to Proceed Date: 6/3/2019

Change Order Amount: \$ 11,515.89

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

See Attached Addition Scope of Work

Reason for Change Order:

1. Demo, haul & dispose existing sidewalk (10 additional days)
2. New sidewalk (20 additional days)
3. Handicap ramp (1 additional days)
4. Install pump, run electricity to pond area and add outfall (4 additional days)
5. Additional lead time on city purchased backup generator (115 additional days)
6. Additional days from previously approved change orders (130 days)
7. Deduct structural & landscape allowance unused
8. Deduct remodel restrooms E117 & E118
9. Deduct concrete driveway & concrete stairs adjacent to mech yard

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 1,164,316.67	Original Completion Date: 12/10/19
Previous Change Order: (+/-)	\$ 252,565.03	Additional Days: 280
This Change Order: (+/-)	\$ 11,515.89	Revised Completion Date: 9/15/20
Revised Contract Amount:	\$ 1,428,397.59	

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:

Hugo P. Gonzalez Jr., Principal

12/7/2020

Contractor

Authorized Signature

Date

Recommended:

Architect

Authorized Signature

Date

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

City Engineer

Authorized Signature

Date

Approved:

Ed Wylie

Interim City Manager

Authorized Signature

Date

Item	Description	Quantity	Unit	Material	Labor	OH & Profit	Total Cost
1	Demo, haul & dispose existing sidewalk	3000	SF		\$ 9,750.00	\$ 1,170.00	\$ 10,920.00
2	New sidewalk	3000	SF	\$ 13,200.00	\$ 5,400.00	\$ 2,232.00	\$ 20,832.00
3	Handicamp ramp	1	EA	\$ 350.00	\$ 325.00	\$ 81.00	\$ 756.00
4	Install pump, run electricity to pond area and add outfall	1	EA	\$ 1,950.00	\$ 2,750.00	\$ 564.00	\$ 5,264.00
5	Deduct structural allowance for toll booth unused	1	LS	\$ (256.00)			\$ (256.00)
6	Deduct landscaping allowance unused	1	LS	\$ (1,005.28)			\$ (1,005.28)
7	Deduct remodel restrooms E117 & E118	1	LS	\$ (10,144.83)			\$ (10,144.83)
8	Deduct concrete driveway & concrete stairs adjacent to mech yard	1	LS	\$ (14,850.00)			\$ (14,850.00)
							\$ -
							\$ 11,515.89

Notes:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: December 15, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldúa, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldúa

Agenda Item: Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$40,370.00 and final acceptance of the Hike & Bike Sewer Adjustment and Lift Station No.1 Force Main Diversion Project with Ferguson Service Systems Inc. and release of final payment and retainage in the amount of \$13,213.75

Classification: Regular

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

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.

Project Name: Hike & Bike Sewer Adjustment and Lift Station No.1 Force Main Diversion

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: Deductive Change Order \$40,370

Staff Recommendation: Staff recommends approval of deductive Change Order No. 1 in the amount of \$40,370.00 and final acceptance of the Hike & Bike Sewer Adjustment and Lift Station No.1 Force Main Diversion Project with Ferguson Service Systems Inc. and release of final payment and retainage in the amount of \$13,213.75

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldúa
Omar Anzaldúa
Ignacio Amezcua
Patricia Rigney

Created/Initiated - 12/15/2020
Approved - 12/15/2020
Approved - 12/16/2020
Approved - 12/16/2020

Karla Saavedra
City Management Office

Approved - 12/17/2020
Final Approval - 12/18/2020

Garcia Infrastructure Consultants, LLC

TBPE Firm No. F-17794



ENGINEERING COMPLETION REPORT

November 10, 2020

Mr. Omar Anzaldua, Jr., P.E.
City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577

Reference: City of Pharr Hike and Bike Lift Station Project

Mr. Anzaldua:

This is to confirm that I, Javier Garcia, P.E., Registered Professional Engineer, have inspected the work accomplished by Ferguson Services Systems, Inc. (FSSI) for the Hike and Bike Lift Station Project and found that the work is complete and in general accordance with plans and specifications and any subsequent addendums for said project. Engineer is as well in receipt of Record Drawings redline mark-ups.

SIGNED THIS THE 10th DAY OF NOVEMBER 2020.

Javier Garcia, P.E.
Managing Partner





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 16, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on deductive Change Order No. 1 in the amount of \$55,727.68 and an increase of 60 calendar days to the contract time for the City of Pharr/PSJA Aquatic Facility Project

Classification: Regular

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

Issue: Structural Allowance deduct of \$55,727.68 of the remaining balance of \$61,145 to cover construction material testing welding services from the designated geotech lab of the project Rab Kistner. Project #1819-35-510-C011-051

A full breakdown of the documented weather delays is attached.

Project Name: City of Pharr/PSJA Aquatic Facility Project

Budgeted Item: Yes

Amount Budgeted: Yes

Fiscal Consideration: Deduct of \$55,727.68

Staff Recommendation: Staff recommends approval of deductive Change Order No. 1 in the amount of \$55,727.68 and an increase of 60 days to the contract time for the City of Pharr/PSJA Aquatic Facility Project

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/16/2020

Omar Anzaldua

Approved - 12/17/2020

Ignacio Amezcua

Approved - 12/17/2020

Patricia Rigney

Approved - 12/17/2020

Karla Saavedra

Approved - 12/18/2020

City Management Office

Final Approval - 12/18/2020



CHANGE ORDER

Contractor: D. Wilson

Change Order No.: 1

Project: City of Pharr/PSJA Aquatic Facility

Date: 12/16/2020

Project # 1819-35-510-C011-051

Notice to Proceed Date: 16-Dec-20

Change Order Amount: \$ (55,727.68)

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

Structural allowance deduct of \$55,727.68 of the remaining balance of \$61,145.00.

Reason for Change Order:

Cover constructional material testing welding services from the deisgnated geotech lab for the project, Raba Kistner Consultants.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 23,165,208.00	Original Completion Date: 4-May-21
Previous Change Order: (+/-)	\$ -	Additional Days: 60
This Change Order: (+/-)	\$ (55,727.68)	Revised Completion Date: 3-Jul-21
Revised Contract Amount:	\$ 23,109,480.32	

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:

D. Wilson Construction

Contractor

Authorized Signature

Date

Recommended:

The Warren Group Architects

Project Engineer/Architect

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Ed Wylie,

Interim City Manager

Authorized Signature

Date

20-084 City of Pharr Aquatic Center						
DWC Project #	20-084	Architect Job No.:			Notice of Award Date:	
Owner:	City of Pharr/PSJA ISD				Notice to Proceed Date:	
Architect:	The Warren Group			Contractual Completion Date:		November 1, 2019
TOTAL DELAY DAYS		60.00				
Delays, Weather and Other						
Date	Day of Week	Rain	Muddy	Windy	Other	Notes
TOTALS OF BELOW		34			26	
DELAYS OTHER	DAYS ALLOWED	DATE FRM	DATE TO			
Delays due to Water Table	21	12/23/19	1/13/20			Water Table too high
Delays due to Lime Stabilization	5	1/14/2020	1/19/20			Fix for Water Table
	0		0			
Date	Days Approved	Rain	Muddy	Windy	Other	Notes
November 12, 2019	1	X	X	X	Cold	.5" Rain
November 13, 2019	1	X	X		Cold	Site too muddy
November 14, 2019	1	X	X			.03 No Subs Worked
November 15, 2019	1		X			Site too muddy
March 20, 2020	0.0	X	X			Rain/Muddy
March 21, 2020	0.0		X			Muddy
April 4, 2020	0.0	X	X			Rain / Muddy
April 5, 2020	0.0	X	X			Rain / Muddy
May 9, 2020	1.0	X	X			too wet to access site with HE
May 10, 2020	1.0	X	X			too wet to access site with HE
May 16, 2020	1.0	X	X			2" Rain
May 17, 2020	1.0	X	X			Site Flooded
May 26, 2020	1.0	X	X			1" Rain - Site inaccessible
June 1, 2020	1.0	X	X			1-3/4" Rain - Site not Accessible
June 2, 2020	1.0	X	X			1'3/4" Rain
June 3, 2020	1.0		X			Wet & Muddy. Site work, CMU Walls & Steel could not work due to mud
June 11, 2020	1.0		X			1-3/4" Rain the previous day, Pool Backfill, Steel, Masonry could not work
June 25, 2020	0.5	X	X			Rained @ 1 PM - Subs Could not work
June 26, 2020	1.0	X	X			1.5 inches Rain
June 27, 2020	1.0		X			3/4" Rain - Site Inaccessible
July 25, 2020	1.0	X	X			Compaction Tests Cancelled due to Rain & Day lost to Hurricane Preparations & Rain
July 26, 2020	1.0	X	x			Hurricane Hanna Rain Dela
July 27, 2020	1.0	X	X			Site Inaccessible due to rain/mud
July 28, 2020	1.0	X	X			3/4"Rain on an already wet site
July 29, 2020	1.0		X			Muddy- Site Inaccessible
July 30, 2020	1.0		X			Muddy- Site Inaccessible
August 8, 2020	0.5	X				All Subs left at lunch due to heavy rain
August 25, 2020	0.5	x				All Subs left due to heavy rain
August 26, 2020	1.0		X	X		2 Inches water fellyesterday Standing Water
September 4, 2020	0.5	X	X	X		1-3/4 inches of rain @ 2:00
September 5, 2020	1.0	X	X	X		1-5/8" Rain & Muddy from Yesterday
September 6, 2020	1.0	X	X	X		1" Rain / muddy
September 7, 2020	1.0		X	X		Muddy due to 3 Daysof Rain
September 16, 2020	1.0	X	X	X		1/2" inch rain - muddy and wet
September 18, 2020	1.0		X	X		1-3/4" Rain yesterday made site inaccessible
October 16, 2020	1.0	x				Rain - Site Muddy
October 17, 2020	1.0	x				3/4" Rain & Muddy
October 18, 2020	1.0		x			Site is Too Wet & Muddy
December 5, 2020	1.0	x				3/4" Rain & Muddy
December 6, 2020	1.0		x			Site is Too Wet & Muddy



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: December 14, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on final acceptance of the Design/Build Downtown Light Improvement Project with International Consulting Engineers. and release of final payment and retainage in the amount of \$40,438.85.

Classification: Regular

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

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.

Project Name: Design/Build Downtown Light Improvement Project

Budgeted Item: Yes

Amount Budgeted: \$955,412

Fiscal Consideration: Retainage withheld is \$40,438.85

Staff Recommendation: Staff recommends acceptance of the Design/Build Downtown Light Improvement Project with International Consulting Engineers. and release of final payment and retainage in the amount of \$40,438.85.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/14/2020

Omar Anzaldua

Approved - 12/14/2020

Ignacio Amezcua

Approved - 12/14/2020

Karla Saavedra

Approved - 12/16/2020

Patricia Rigney

Approved - 12/16/2020

City Management Office

Final Approval - 12/18/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: December 14, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, amending the Professional Engineering Rotation List for Structural Engineering Projects.

Classification: Regular

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

Issue: Staff is requesting to add Solorio Inc. a local structural engineering firm that has worked on several City of Pharr Projects, including the Natatorium, Fire Station No. 4, DRC, and Northside Community Center to the rotation list of Professional Structural Engineering Services. Project #1920-01-528-S013-001 (Rotation List)

Project Name: N/A

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends amending the Professional Engineering Rotation List for Structural Engineering Projects.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/14/2020

Omar Anzaldua

Approved - 12/14/2020

Ignacio Amezcua

Approved - 12/14/2020

Karla Saavedra

Approved - 12/16/2020

Patricia Rigney

Approved - 12/16/2020

City Management Office

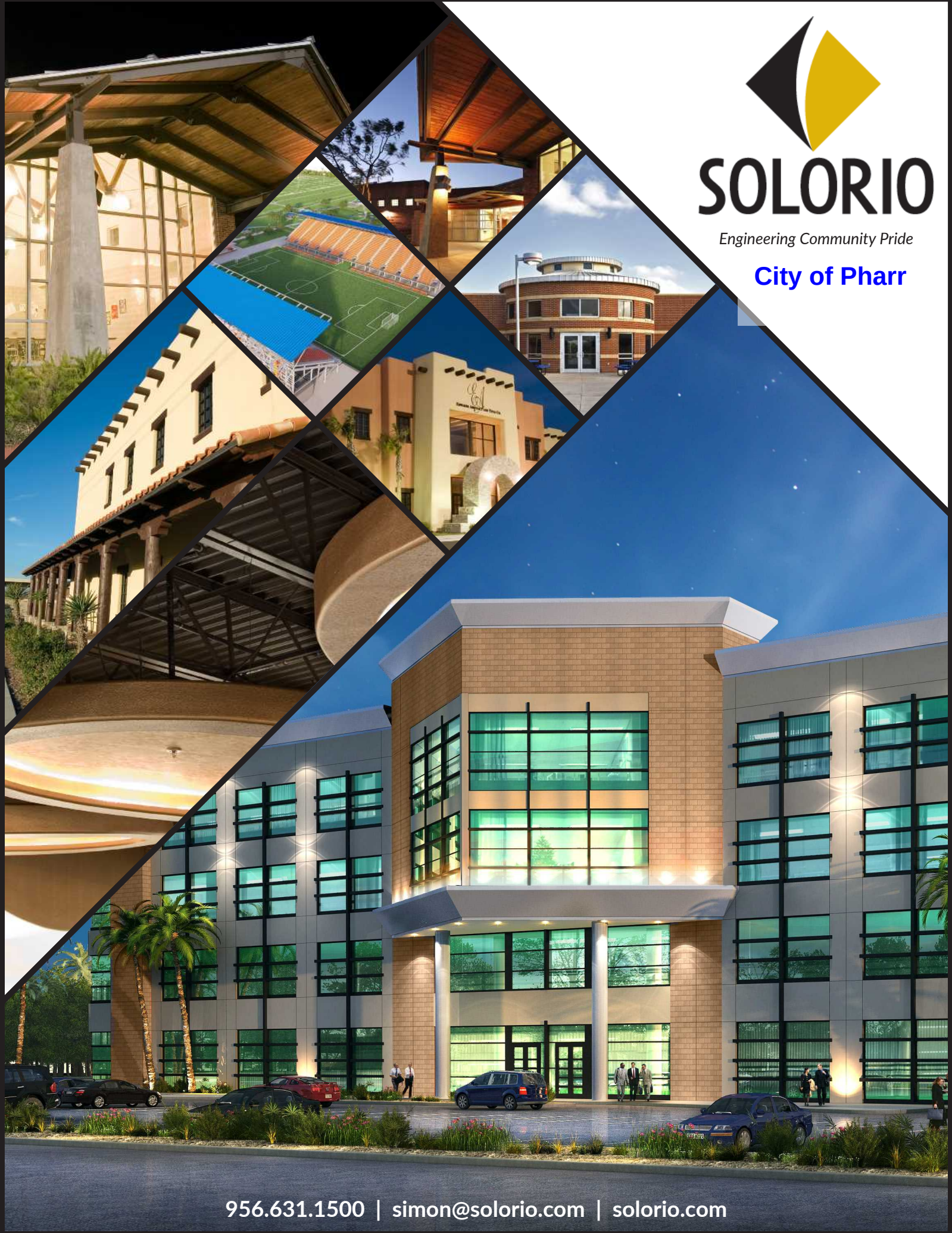
Final Approval - 12/18/2020



SOLORIO

Engineering Community Pride

City of Pharr



956.631.1500 | simon@solorio.com | solorio.com

1. Experience of the Firm	2
a. Cover Letter	3
b. Company Information	6
2. Personnel Management Team	8
3. Project References	

December 14, 2020

Omar Anzaldua, Jr.
City Engineer & Director
1015 E. Ferguson
Pharr, TX 78577

Re.: Request for Statement of Qualifications for Structural Engineering Services.

Dear Anzaldua:

Solorio, Inc. appreciates the opportunity to work with The City of Pharr and present our statement of qualification for professional Structural Engineering Services. As noted by our project references, Solorio, Inc. is highly qualified, skilled and prepared to place our knowledge, experience, and energy at your disposal for a successful completion various projects for the City.

Solorio, Inc. is well versed in the successful implementation structural engineering requirements. We take pride in having Principal involvement in each project to ensure that design integrity is maintained and that it meets all applicable codes, restrictions, and regulations.

Solorio, Inc. is committed to assisting the The City of Pharr as we have assessed our current workload and are prepared to commence service immediately after successfully negotiating a contract for professional engineering services.

Once, again, your time and consideration to this statement of qualifications are greatly appreciated.

Respectfully submitted,



Simon G. Solorio, Jr. P.E.
President
Solorio, Inc.

Firm Name:	Solorio, Inc.
Business Address:	108 W 18 th Street Mission, Texas 78572
Telephone No.:	(956) 631-1500
Email Address:	simon@solorio.com
Web Page:	www.solorio.com
Year Firm Established:	1997 years
Principal Owner:	Simon G. Solorio, PE
Texas Registration no.:	83066
Type of Organization:	Corporation
Professional Experience	28 years



Solorio, Inc., is a small firm and ideally suited to provide structural engineering services in a prompt and courteous manner for small, large and challenging projects. The key principal will be directly involved with each project, and will be responsible for production management in all phases of design, contract documents, and construction administration.

Solorio, Inc.'s, strength lies in attentive and prompt response from project inception through completion. The firm places special importance on cost constraints and seeks to ensure clients that capital improvement costs and long-term maintenance costs are reasonable and realistic.

Solorio, Inc.'s, is thoroughly versed in the successful implementation of designed elements. This experience fosters realistic design and cost analysis, resulting in the completion of projects within established budgets. Principal involvement in our projects ensures that design integrity, applicable codes, Restrictions and regulations are kept intact.

Solorio, Inc., has established a long-standing reputation of integrity and competence, by delivering projects on time, on budget, and of the highest quality. We provide our services with a “can do” and “will do” attitude and work hard to establish long-term relationships with our clients. Solorio, Inc., is committed to delivering exceptional service, doing things right the first time and every time, and providing effective solutions to every challenge we come across. Mr. Solorio's involvement in each and every client project ensures that design integrity, applicable codes, restrictions, and regulations are kept intact. We keep current with the latest structural engineering advances by attending seminars and staying active in engineering associations, in order that we can provide the best creative solutions that support the client's ideas or challenging structural work.

active in engineering associations, in order that we can provide the best creative solutions that support the client's ideas or challenging structural work.

At the beginning of each engagement, Solorio conducts a very thorough discovery and scope process whereupon data, hours, materials, costs and schedules are examined and correctly detailed. The Firm works closely with all parties of the client design team, creating work items and milestones that are carefully examined and organized to ensure that solutions during the design phase eliminate cost escalations or overruns. The Firm's strength lies in its attentive and prompt response to challenges from project inception through completion. The Firm will place special importance on construction constraints and will always seek to ensure that costs and long term maintenance costs are investments that are reasonable and realistic. Timely submittal or projects is important, and Solorio has the capacity and systems in place to complete work on time without major cost escalations or overruns.

Because of our experience, design team effort and approach, Solorio, Inc., is extremely confident that the Client's needs and requirements will be satisfactorily met, on time, and on budget, over and over again. Our repeat client base and performance record over the last fourteen years is an indication of how well we have delivered on our dedication to meeting schedules and deadlines.

Based on current workload, Solorio, Inc., is ready to meet the demands and requirements of this project. We have established a reputation for providing a team approach that delivers quality services and creative solutions in a timely manner. Our strength lies in attentive and prompt responses to all challenges, from project inception through completion. Solorio, Inc., standard of excellence, through state-of-the-art equipment and utilization of automated drafting and engineering programs, permit the firm to deliver projects on schedule.

Simon G. Solorio, Jr. PE

As Principal and project manager Mr. Solorio is a key member who is responsible for production management in all phases of design, contract documents, and construction administration. He encompasses a wide array of responsibilities, including project management, structural design analysis, engineering plan reviews, forensic engineering, support calculations and scheduling.

His extensive years of experience includes the design of large- and small-scale projects in institutional facilities, correctional facilities, multi-story housing projects and large- and small-scale corporate/industrial parks. Other types of buildings he has completed include banks, hotels, medical facilities, and office buildings.

His substantial experience includes designs for the following construction materials, Concrete, Masonry, Timber and Steel.

His other structural experience has included Tilt-Up Panel Construction, Foundation Design and Inspection, Seismic Analysis, Remodels and Additions and Code Compliance Assistance.

His extensive experience in construction documents and precision detailing has provided the client the ability to meet cost and time constraints.

Simon G. Solorio, Jr. PE

EDUCATION

B.S. in Civil Engineering,
San Diego State University, May 1990.
Construction Technician,
CECTY, Tijuana, Mexico, June 1981.

PROFESSIONAL REGISTRATION

Professional Engineer: Texas
 California

AFFILIATIONS

American Society of Civil Engineers
American Institute of Steel Construction
American Welding Society
International Code Council
Structural Engineers Association of Texas
Structural Engineers Association of Southern California
Structural Engineering Institute

ACTIVITIES

Appointed Member, Building Board of Adjustments and
Appeals, City of McAllen
Past Vice President, ASCE Rio Grande Valley Branch
Past Editor, ASCE Rio Grande Valley Branch Newsletter

RECOGNITIONS

2016 ASCE RGV Branch Project of the Year
1886 Hidalgo County Courthouse Restoration
2012 John A. Focht, Jr. Citizen Engineer Award
Texas Section of ASCE
2007 Award of Merit, AIA Rio Grande Valley,
Encino Police/Community Center, McAllen, Texas
American Society of Civil Engineers,
1995 Outstanding Civil Engineering Project, Award of Merit
Balboa Park Club Building Renovation.
1995 Orchid and Onions Award, Orchid
Balboa Park Club Building Renovation.

1

Bert Ogden Arena

Location	Edinburg, Texas
City	City of Edinburg
Contact	Marty Hinojosa, AIA
Services Provided	Structural Engineering

Project Description - The Bert Ogden Arena with 8,500 seats, is the largest in the Rio Grande Valley. The arena is home to the NBA Development League team, The Vipers. The arena hosts a variety of musical and entertainment acts year-round. The clear span of the structure is 310 feet. The roof structure is supported by a set of double 28 feet deep steel trusses. The architectural requirement was to have the minimum amount of exposed bracing to support the lateral buckling of the truss. It was decided to place two trusses approximately eight feet apart and install a horizontal truss in-between at the top and bottom chords. This arrangement eliminated the need of any lateral bracing.



2

HEB Park Soccer Stadium

Location	Edinburg, Texas
City	City of Edinburg
Contact	Marty Hinojosa, AIA
Services Provided	Structural Engineering

Project Description The Stadium is designed to seat approximately 9,700 fans with the ability to expand seating to more about 16,000. With its two long rows of seating running parallel to the field, it ensures that every seat can be witness to some part of the action. The exposed steel that the stadium is comprised of provides a modern aesthetic for the stadium; as well as allowing for gusts of wind to cool the fans down on those particularly hot days. The roof steel structure cantilevers partly over the seating to also help shade the crowd.



References

3

Falfurrias Elementary School

Location	Falfurrias, Texas
District Name	Brooks County ISD
Contact	Rudy Molina, AIA
Phone	956.688.5656
Services Provided	Structural Engineering

Project Description - The project consisted of a new one-story structure. The building structure is a metal building structure with exterior reinforced concrete masonry units. The building was supported by a stiffened concrete slab foundation system.

4

Lasaster Elementary Addition

Location	Falfurrias, Texas
District Name	Brooks County ISD
Contact	Rudy Molina, AIA
Phone	956.688.5656
Services Provided	Structural Engineering

Project Description - The project consisted of a new one-story structure. The building structure is a metal building structure with exterior reinforced concrete masonry units. The building was supported by a stiffened concrete slab foundation system.

5

Two Story Parking Structure, McAllen Police Station

Location	McAllen, Texas
Owner Name	City of McAllen
Contact	Zef Mendoza
Phone Number	956.867.7599
Services Provided	Structural Engineering

Project Description - The project consisted of a new two-story concrete parking structure for the police department. The structure is a precast concrete double tees supported by concrete beams and columns. The foundation system consisted of drilled piers.

6

ECISD Maintenance Building

Location	Edinburg, Texas
District Name	Edinburg, CISD
Contact	Robert Estrada, AIA
Phone Number	956.380.8920
Services Provided	Structural Engineering

Project Description - New one-story metal building. Scope of services consisted of Roof framing system layout and foundation system design.

7

Educational Building, Sea Turtle, Inc.

Location	South Padre Island, Texas
Contact	Roberto Ruiz, AIA
Services Provided	Structural Engineering

Project Description The new educational center that houses classrooms and offices. These classrooms allow staff to teach incoming visitors why sea turtles are necessary to our environment, how they are endangered, and what steps they take in order to rehabilitate those turtles who are badly hurt. This building will be outfitted with amazing displays to outline the grand scheme of what makes Sea Turtle Inc. so important. The aquarium tanks will have a glass bottom so visitors can see the marine life from a new perspective. The tanks are housed under a roof structure consisting of glulam beams and wood trusses; supported by CIP concrete columns.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: December 15, 2020

MEETING DATE: December 21, 2020

FROM: Andrew Harvey, Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Texas Tropical Behavioral Health and the Pharr Police Department to collaborate to better serve the mental health consumer in crisis.

Classification: Regular

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

Issue: Memorandum of Understanding between Texas Tropical Behavioral Health and the Pharr Police Department to collaborate to better serve the mental health consumer in crisis. This partnership is intended to assist officers in the evaluation, assessment, and disposition of persons (both adults & juveniles) with mental illness who are involved in a mental health crisis. This new unit will initially have (2) two officers assigned full time.

Project Name: Texas Tropical Behavioral Health Memorandum of Understanding

Budgeted Item: N/A

Amount Budgeted: N/A

Fiscal Consideration: There will be no additional budgetary impact.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Andrew Harvey

Andrew Harvey

Anali Alanis

Patricia Rigney

City Management Office

Created/Initiated - 12/15/2020

Approved - 12/15/2020

Approved - 12/17/2020

Approved - 12/17/2020

Final Approval - 12/18/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS TROPICAL BEHAVIORAL HEALTH
AND
PHARR POLICE DEPARTMENT**

WHEREAS, this memorandum of understanding is entered into by and between **TEXAS TROPICAL BEHAVIORAL HEALTH (“TTBH”)**, located at 1901 S. 24th Street, Edinburg, Texas 78539, and the **CITY OF PHARR-PHARR POLICE DEPARTMENT (“CITY”)**.

WHEREAS, the City is a Home Rule municipality in the State of Texas; and

WHEREAS, TTBH is dedicated to providing person-centered mental health, intellectual and developmental disabilities and substance use disorder services for individuals of Hidalgo County; and

WHEREAS, the City desires to partner with TTBH to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the City;

WHEREAS, the City of Pharr Police Department provides police services to the City of Pharr and responds to incidents involving individuals with mental health and substance use disorders; and

WHEREAS, TTBH and CITY desire to enter into an agreement providing for the exchange of services relating to mental health operations within the Pharr Police Department (PPD); and

WHEREAS, the parties seek to provide mutual assistance during mental health operations by creating a Crisis Response Team (“CRT”).

NOW, THEREFORE, the Parties hereby agree as follows:

General Overview:

The goal of the parties is to form a Crisis Response Team. The CRT’s purpose is to improve public and personal safety through the actions of a cross-disciplinary team of mental health specialists. Using a co-responder model, the CRT will include Officers of the Pharr Police Department, including a Mental Health Officer(s) who is specially trained in crisis intervention through Texas Commission on Law Enforcement and who will work collaboratively with the community and the crisis-response teams of Local Mental Health Authorities and Local Behavioral Health Authorities and Specialized Qualified Mental Health Professionals (S-QMHPs) from Tropical Texas Behavioral Health. The team will identify and reduce the risks of harm to individuals challenged with mental illness, substance abuse disorders, or both. The CRT will act as a specialized response team to emergencies that involve individuals suspected to have

mental illness and related challenges. As a preventive measure, the team will provide routine “knock and talk” visits for individuals in the community with mental illness who need additional support to avoid re-arrest and other negative outcomes.

THEREFORE, the parties hereto agree as follows:

1. **CITY** will provide office space / workstation at the Pharr Police Department for the **TTBH** mental health clinician.
2. **CITY** agrees to provide a Pharr Police Department Mental Health Officer to support **TTBH** on mental health calls for service

A. Pharr Police Department Mental Health Officer Responsibilities:

- Respond to mental health crisis calls, referrals and request from internal and external agencies and departments, Respond to requests for assistance from officers and citizens, Respond to mental health crisis call along with a clinician as a team approach screening, review and follow-up on reports and emails received from officers.
- Provide instruction for 40-hour Crisis Intervention Training for the Pharr Police Department.
- Training shall include instruction in the cadet program at the police academy and training for outside Municipalities and Sheriff Offices.
- Work closely with PPD, Pharr Fire Department, Hidalgo County Sheriff’s Office and other public safety agencies and the Mental Health Provider Community to provide support and education.
- Attend meetings and participate in Mental Health committees, groups, and teams.
- Request any special assignment, all personal leave, all training or flexing of hours through their immediate supervisor, complete daily activity reports.
- ~~Maintain all issued equipment and report any equipment malfunction to the unit supervisor, notify supervisor of training issues needing to be addressed. If a supervisor is needed for direction during duty hours and their immediate supervisor is unavailable, any on-duty supervisor can be requested.~~

3. **TTBH** agrees to provide a mental health clinician to support PPD on mental health calls for service

A. TTBH Mental Health Clinician Responsibilities

- Provide and coordinate behavioral health assessments and services including specialized treatment plans with the goal of stabilizing mental health and substance abuse symptoms to promote recovery wellness and community reintegration.

- Monitor and document the progress of all clients on case load from the initial referral until services from the Mental Health Unit are deemed not warranted. This may be the result of successful recovery and stabilization or of successful transition to another clinical service provider.
 - Assist with providing clinical oversight for threat assessments referred by the PPD Mental Health Unit.
 - Connect and refer clients to appropriate medical, behavioral health and homeless services (internal and external).
 - Based upon the needs of the clients served, and as deemed appropriate by the mental health provider, apply client-centered and trauma-informed care principles to empower clients to become active participants in their treatment planning and goal setting using Evidence Based Practices.
 - Assist the client with accessing appropriate social services resources such as housing, clothing, identification documents (IDs), food, water, hygiene materials, etc.
 - Input encounter documentation in the appropriate secure software platform within 48 hours of the encounter and update to maintain a current record of data.
 - Update a client-tracking database and provide updates on the progress of the initiative on a monthly basis or as agreed upon by all parties.
 - Maintain current workstation at the PPD Mental Health Unit office.
 - May be transported by PPD Mental Health Unit Officers and other law enforcement staff.
 - Attend trainings pertaining to job description and responsibilities in addition to providing lectures during trainings such as Crisis Intervention Trainings (CIT) sponsored by the Pharr Police Department (PPD), as needed.
 - Comply with Federal and States laws, regulations, standards regarding privacy and information security.
4. The Parties agree to form a Crisis Response Team and work together to develop policies and standard operating procedures.
 5. This agreement becomes effective on the Date it is signed by both parties. This MOU shall be reviewed and revised every two (2) years as needed to further implement the parties strategic and long-term plans. This agreement can be terminated upon thirty (30) days written notice.
 6. Amendment
This MOU may only be amended by an Amendment executed by both Parties.
 7. Waiver of Sovereign Immunity

The Parties agree that no provision of this MOU constitutes a waiver by City of Pharr or PPD of any immunities from suit or from liability that the City or PPD may have by operation of law.

8. Governing Law and Venue

This MOU is governed by the laws of the state of Texas and interpreted in accordance with Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Hidalgo County, Texas.

CITY OF PHARR

By: _____
Dr. Ambrosio Hernandez, Mayor

Date

By: _____
Texas Tropical Health Behavioral Health

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: December 14, 2020

MEETING DATE: December 21, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to award proposal for the FY 2020-2021 Capital Lease Financing to Banc of America.

Classification: Regular

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

Issue: Every Year City goes out for proposal for financing approved Capital Outlay requested by departments. Project #2021-01-511-S003-024

Project Name:

Capital Lease Financing for FY 2020-2021

Budgeted Item: YES

Amount Budgeted: Debt Service Budgeted for FY 2020-2021 is:

Fiscal Consideration:

\$285,000 for debt service

Staff Recommendation:

To approve.

Alternatives:

To select US Bank

Exclude Material from Public Packet? No

Reason:

n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 12/14/2020

Approved - 12/14/2020

Approved - 12/16/2020

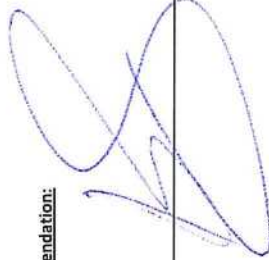
Approved - 12/16/2020

Final Approval - 12/18/2020

City of Pharr
 Bid Detail
 Finance Bids - JANUARY 2021

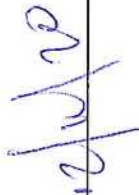
#	Bidding Company	Date of Bid	Time Received	Bid On All Items	Term of Lease	Interest Rate	Interest Cost to City	Annual Payment (P&I)	FY 20-21 P&I Budget	Meets Budget
1	BANC OF AMERICA	11/24/2020	3:00 PM	\$ 387,000.00 24,000.00 1,377,000.00	3 YEARS 7 YEARS 10 YEARS	0.98% 1.22% 1.42%	\$ 5,229.96 999.69 97,284.97 \$ 103,514.62	130,743.24 3,583.40 147,428.48 \$ 281,755.12	\$ 133,686.00 3,826.00 147,488.00 \$ 285,000.00	YES YES YES
2	US BANK	11/24/2020	3:00 PM	\$ 387,000.00 24,000.00 1,377,000.00	3 YEARS 7 YEARS 10 YEARS	1.04% 1.38% 1.64%	\$ 5,550.80 1,132.50 112,705.76 \$ 119,389.06	130,850.28 3,590.36 148,970.56 \$ 283,411.20	\$ 133,686.00 3,826.00 147,488.00 \$ 285,000.00	YES YES YES
3	BANK FUNDING, LLC	11/24/2020	3:00 PM	\$ 387,000.00 24,000.00 1,377,000.00	3 YEARS 7 YEARS 10 YEARS	1.24% 1.36% 1.57%	\$ 6,622.08 1,116.00 107,789.20 \$ 115,527.28	148,478.92 3,588.00 131,219.36 \$ 283,286.28	\$ 133,686.00 3,826.00 147,488.00 \$ 285,000.00	YES YES YES

Finance Director Recommendation:



Signature

Date





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: December 3, 2020

MEETING DATE: December 21, 2020

FROM: Andrew Harvey, Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on renewal of Interlocal agreement between the Pharr Police Department and South Texas Auto Theft Task Force.

Classification: Public Hearing

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

Issue: To have an Interlocal Agreement between the Pharr Police Department and South Texas Auto Theft Task Force for mutual aid law enforcement task force to collaboratively investigate vehicle burglaries and theft of motor vehicles in the City of Pharr and both Hidalgo and Cameron counties.

Project Name: South Texas Auto Theft Enforcement Task Force- Mutual Aid Agreement

Budgeted Item: Yes

Amount Budgeted: Approximate funds of \$149,374 was approved for these two task force officers. (70% of the grant will be reimbursed to the City of Pharr, or approximately \$104,562)

Fiscal Consideration: Approximate funds of \$149,374 was approved for these two task force officers. (70% of the grant will be reimbursed to the City of Pharr, or approximately \$104,562)

Staff Recommendation: I recommend approval for this agreement.

Alternatives: There is no alternative.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Andrew Harvey

Created/Initiated - 12/3/2020

Andrew Harvey

Approved - 12/3/2020

Anali Alanis

Approved - 12/4/2020

Patricia Rigney

Approved - 12/16/2020

Karla Saavedra

Approved - 12/18/2020

City Management Office

Final Approval - 12/18/2020

**SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE
BUDGET DIGEST
FOR
PHARR POLICE DEPARTMENT
FY 2021**

	<u>ATPA</u>	<u>PROGRAM INCOME</u>	<u>CASH</u>	<u>IN-KIND</u>
SALARIES	91,170.00	-	-	-
OVERTIME	-	-	-	-
TMRS	-	-	6,580.19	-
FICA	-	-	6,974.51	-
INSURANCE	-	-	10,132.00	-
WORKMAN'S COMP	-	-	4,175.59	-
UNEMPLOYMENT COMP	-	-	342.00	-
LONGEVITY *	-	-	-	-
EDUCATIONAL INCENT. *	-	-	-	-
SENIORITY PAY *	-	-	-	-
ASSIGNMENT PAY *	-	-	-	-
CLOTHING ALLOWANCE	-	-	-	-
VEHICLE LEASE	-	-	-	-
FUEL/MILEAGE	-	-	-	-
MOBILE PHONES	-	-	-	-
OFFICE PHONES	-	-	-	-
OFFICE LEASE	-	-	-	-
SUPPLIES	-	-	-	-
PAGERS	-	-	-	-
C/I FUNDS	-	-	-	-
Vehicle Insurance	-	-	-	-
Vehicle Purchase	30,000.00	-	-	-
TOTAL	<u>121,170.00</u>	<u>-</u>	<u>28,204.29</u>	<u>-</u>

* Longevity, Educational Incentative, Seniority pay, Assignment pay included in salary

TOTAL

91,170.00

-

6,580.19

6,974.51

10,132.00

4,175.59

342.00

-

-

-

-

-

-

-

-

-

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-

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-

-

30,000.00

149,374.29

THE STATE OF TEXAS }}

CITY OF BROWNSVILLE }}

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE,
TEXAS THE CITY OF MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS
AND THE CITY OF EDINBURG, TEXAS REGARDING A MUTUAL AID
(BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT
TASK FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS**

THIS AGREEMENT is made this _____ day of _____, 2020, in the City of Brownsville, State of Texas, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (3) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (4) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council.

WHEREAS, CAMERON and HIDALGO COUNTIES have been plagued by motor vehicle theft crimes because of its proximity to the international border with Mexico, and the utilization of this area as a well-traveled route for stolen motor vehicles into the interior of Mexico via one of the many International Bridges in the area.

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Motor Vehicle Crime Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting such motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$889,225.00 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, it is necessary for THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR, AND THE CITY OF EDINBURG to establish a working relationship to best utilize said grant and to combat motor vehicle burglary and theft, and to then reduce such relationship to writing in the form of an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR AND THE CITY OF EDINBURG AGREE AS FOLLOWS:

I.

PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parties (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

II.

PERSONNEL AND EQUIPMENT

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/ Investigators/Officer, not more than Seventeen (17) at any one time, assigned to the Task Force by the Brownsville Police Department, McAllen Police Department, Pharr Police Department, and Edinburg Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

III.

ADMINISTRATION

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE is to be supervised by a Board of Governors, which shall consist of one representative for each of the Three participating municipalities or counties (i.e., parties to this agreement), and the City of Brownsville, for a total of Four members; each of the said Four entities shall select a representative in any manner deemed to serve the interest of said entity which complies with any pertinent law, preferably the Chief of Police, the County Sheriff, or one of their department supervisors. The said Board of Governors shall adopt rules and regulations relating to the administration, operation and procedures of the TASK FORCE within the parameters of this Agreement and any pertinent law; such rules and regulations shall be formally adopted by the Board in compliance with the Texas Open Meetings Act, be reduced to writing, and be maintained as part of the records of the Board of Governors. The Board of Governors will cooperate with the officials and agents of the City of Brownsville in connections with the administration of the said grant in connection with purchasing, auditing, and any other financial or administrative matters required by said grant or any pertinent law.

IV.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

V.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts or omissions of that assigned peace officer or TASK FORCE COMMANDER.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57. If the positions funded or used as cash match engage in general government duties then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2020 to August 31, 2021, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

VIII.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IX.

COMPLIANCE WITH ALL LAWS

All parties to this Agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal laws.

X.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XI.

BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire Agreement and shall give the other parties the right to terminate this Agreement.

XII.

LAW GOVERNING; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Cameron and Hidalgo Counties, Texas.

EXECUTED by the respective parties singularly on an identical duplicate of this document on the dates stated below at the office or facility of the said county's or municipality governing body in Cameron and Hidalgo, County, Texas.

CITY OF BROWNSVILLE, TEXAS

By: _____
Trey Mendez, Mayor
(On _____, 2020)

ATTEST:

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
James Darling, Mayor
(On _____, 2020)

ATTEST:

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2020)

ATTEST:

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Richard Molina, Mayor
(On _____, 2020)

ATTEST:

Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Trey Mendez, Mayor
Brownsville, Texas 78520

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, The **McAllen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
James Darling, Mayor
City of McAllen, Texas 78501

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Andy Harvey Jr
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Edinburg Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Cesar Torres
Chief of Police
Edinburg Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official

Richard Molina, Mayor

City of Edinburg, Texas 78539

Date

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57, requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that M.V.C.P.A funds have not been used to replace state or local funds that would have been available in the absence of M.V.C.P.A funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under TAC Rule §57.3 of this title (relating to Compliance Adoption by Reference).

AUTHORIZED OFFICIAL
Noel Bernal

DATE

City of Brownsville
GRANTEE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: December 9, 2020

MEETING DATE: December 21, 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 Upper Valley Materials dba CAPA from Palmview, TX for HMAC, Cold Mix, and Caliche (Flexible Base)(Item 1).

Classification: Consent

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

Issue: Contract extension with Upper Valley Materials dba CAPA for HMAC, Cold Mix, and Caliche (Flexible Base)(Item 1). Project #1920-01-517-SP001-001 (Year 2 of 3)

Project Name: Supply Contract for the Purchase & Delivery of HMAC, Cold Mix, and Caliche (Flexible Base) (Item 1)

Budgeted Item: Yes

Amount Budgeted: \$300,000

Fiscal Consideration: Funding for HMAC, Cold Mix, and Caliche (Flexible Base) is included in Public Works' budget.

Staff Recommendation: Staff recommends approval to extend the supply contract with Upper Valley Materials dba CAPA from Palmview, 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: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Gutierrez

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 12/9/2020

Approved - 12/9/2020

Approved - 12/10/2020

Approved - 12/14/2020

Approved - 12/17/2020

Final Approval - 12/18/2020

**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 Upper Valley Materials dba CAPA, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 3609 W. Palma Vista Drive, Palmview, TX 78572.

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) (Item 1) 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

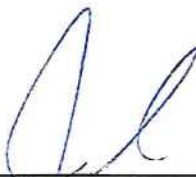
DATED this 9 day of December, 2020 by Upper Valley Materials, dba CAPA.

Upper Valley Materials, dba CAPA

By: 

Larry Hinojosa, Sales Administrator

Title


Witness

Joel Mendiola

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: December 11, 2020

MEETING DATE: December 21, 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 Vulcan Construction Materials from San Antonio, TX for HMAC, Cold Mix, Caliche (Flexible Base)(Item 5 & 6).

Classification: Consent

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

Issue: Contract Extension with Vulcan Construction Materials for HMAC, Cold Mix, and Caliche (Flexible Base)(Item 5 & 6). Project #1920-01-517-SP001-101 (Year 2 of 3)

Project Name: Supply Contract for the Purchase & Delivery of HMAC, Cold Mix, and Caliche (Flexible Base) Item 5 & 6

Budgeted Item: Yes

Amount Budgeted: \$300,000

Fiscal Consideration: Funding for HMAC, Cold Mix, and Caliche (Flexible Base) is included in Public Works' budget.

Staff Recommendation: Staff recommends approval to extend the supply contract with Vulcan Construction Materials from San Antonio, 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: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Gutierrez

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 12/11/2020

Approved - 12/11/2020

Approved - 12/11/2020

Approved - 12/16/2020

Approved - 12/17/2020

Final Approval - 12/18/2020

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 8 day December, 2020 by and between the City of Pharr hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND Vulcan Construction Materials, LLC, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 800 Isom Road, Ste. 300, San Antonio, TX 78216.

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 5&6) 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.

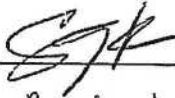
CITY OF PHARR

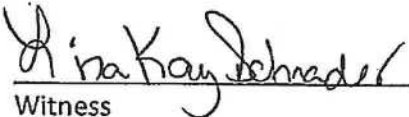
By: _____
Ed Wylie, Interim City Manager

By: _____
Attest

DATED this 8 day of December, 2020 by Vulcan Construction Materials, LLC.

Vulcan Construction Materials, LLC

By:  Stacy Wheaton
Analyst
Title


Witness

Lisa Kay Schrader
Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: December 11, 2020

MEETING DATE: December 21, 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 North Lean dba Printex Express from Pharr, TX for Fire Department Active Wear.

Classification: Consent

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

Issue: Contract extension with North Lean dba Printex Express for Fire Department Active Wear. Project #1920-01-515-SP003-288 (Year 2 of 3)

Project Name: Purchase & Delivery of Fire Department Active Wear

Budgeted Item: Yes

Amount Budgeted: \$50,000

Fiscal Consideration: Funding for Fire Department Active Wear is included in the Fire Departments' budget.

Staff Recommendation: Staff recommends approval to extend the supply contract with North Lean dba Printex Express from Pharr, 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: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Gutierrez

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 12/11/2020

Approved - 12/11/2020

Approved - 12/14/2020

Approved - 12/18/2020

Pending - 1/1/1900

**EXTENSION OF AGREEMENT
FOR THE PURCHASE & DELIVERY OF FIRE DEPARTMENT ACTIVE WEAR**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF FIRE DEPARTMENT ACTIVE WEAR, 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 **North Lean LTD dba Printex Express**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 401 E. Nolana Loop, Pharr, TX 78577.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase & Delivery of Fire Department Active Wear dated, January 6, 2020 by which CONTRACTOR serves as the primary vendor to provide all active wear required for the Purchase & Delivery of Fire Department Active Wear to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1920-01-515-SP003-288** 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 January 6, 2022. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for the Purchase & Delivery of Fire Department Active Wear 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 7 day of December, 2020 by NORTH LEAN LTD DBA PRINTEX EXPRESS

NORTH LEAN LTD DBA PRINTEX EXPRESS

By: Monica Vasquez
office manager
Title

[Signature]
Witness
Yolli Martinez
Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: December 15, 2020

MEETING DATE: December 21, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to award Construction Contract for the Expressway 83 Elevated Storage Tank Rehabilitation Project

Classification: Regular

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

Issue: The project consists of rehabilitation the Elevated Storage Tank and add four new Logos.

On November 10, 2020, formal bids were received and opened with seven (7) respondents ranging from \$468,300 to \$768,000.

Project No. 1920-01-528-C010-92

Project Name: Expressway 83 Elevated Storage Tank Rehabilitation Project

Budgeted Item: Yes

Amount Budgeted: \$650,000

Fiscal Consideration: \$477,300

Staff Recommendation: Staff recommends award of contract for the Expressway 83 Elevated Storage Tank Rehabilitation Project to the lowest responsible bidder, Viking Industrial Painting from Omaha, NE in the amount of \$477,300.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra

Created/Initiated - 12/15/2020
Approved - 12/15/2020
Approved - 12/15/2020
Approved - 12/15/2020
Approved - 12/18/2020

City Management Office

Final Approval - 12/18/2020

November 11, 2020

Mr. Ignacio Amezcua, MBA
City of Pharr Purchasing Director
118 S. Cage Blvd., 2nd Floor
Pharr, TX 78577

**Re: Recommendation of Contractor for Expressway 83 Elevated Storage Tank
Rehabilitation. Project No. 1920-01-528-C010-92**

The purpose of this letter is to recommend a contractor for the above referenced project. A complete bid tabulation from the November 10th, 2020 public bid opening is attached. This project involves the rehabilitation, repainting, and structural steel repairs for the Expressway 83 Elevated Water Storage Tank located in Pharr, Texas.

1. Bid Tabulation Sheet – Seven (7) contractors participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids were found to have no significant errors. The project was bid with a Base Bid and one (1) Alternate Bid Item. Copy of Bid Tabulation is attached.
2. Qualifications and References – The lowest responsive and responsible bidder, Viking Industrial Painting, LLC of Omaha, Nebraska provided an acceptable list of qualifications and references, and has completed numerous successful water tank construction projects with Dunham Engineering.
3. Also included in all bids, was a 10,000 Allowance to cover contingencies that may arise during the project.

The lowest, responsive and responsible bidder, Viking Industrial Painting, is recommended for award for a total contract price not to exceed \$477,300.00 (includes \$10,000 Allowance).

A copy of the Bidder's Proposal is attached. Dunham Engineering has interviewed the Contractor's Project Manager, and reviewed submitted references for similar projects, and has found all to be satisfactory.

If you should have any questions regarding the above recommendations, please feel free to call anytime.

Sincerely,



Travis C. Tatum, P.E.





PROJECT: EXPRESSWAY 83 ELEVATED STORAGE TANK REHABILITATION

PROJECT No.: 1920-01-528-C010-092

BID OPENING DATE: NOVEMBER 10, 2020

BID OPENING LOCATION: CITY HALL CITY COMMISSION ROOM (2ND FLOOR)

BID TABULATION

PARTICIPATING BIDDERS:				Blastco Texas Inc., Channelview, TX	Classic Protective Coatings, Inc., Menomonie, WI	Maguire Iron, Inc., Sioux Falls, SD	N.G. Painting, Kerrville, TX	Tank Pro, Inc., Northport, AL	TMI Coatings, Inc., Saint Paul, MN	Viking Industrial Painting, LLC, Omaha, NE
ITEM NO	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Furnish material and labor to replace the coating system per Technical Specification	LS	1	\$435,434.00	\$514,000.00	\$460,500.00	\$450,000.00	\$450,860.00	\$706,000.00	\$354,300.00
2	Furnish material and labor to perform the repair items per Technical Specifications	LS	1	\$45,289.00	\$41,000.00	\$42,300.00	\$60,000.00	\$40,000.00	\$60,000.00	\$53,000.00
3	Furnish Material and Labor to Install Logo Detail Per Technical Specifications	LS	1	\$10,000.00	\$12,000.00	\$36,000.00	\$36,000.00	\$20,000.00	\$22,000.00	\$60,000.00
4	Add or Deduct from Base Bid Alternate Coating System per Technical Specification	LS	1	No Bid	(\$1,000.00)	(\$5,000.00)	No Bid	No Bid	(\$30,000.00)	No Bid
TOTAL				\$490,723.00	\$566,000.00	\$533,800.00	\$546,000.00	\$510,860.00	\$758,000.00	\$467,300.00
ADDENDUM No. 1				NO	YES	YES	YES	YES	YES	YES
ADDENDUM No. 2				NO	YES	YES	YES	YES	YES	YES
BID BOND				YES	YES	YES	NO	YES	YES	YES



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with a Construction Manager for Nursing Facility and Texan Hotel projects.

Classification: Regular

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

Issue: These services are needed to ensure construction is supervised and executed accordingly.

Project Name: Nursing Facility and Texan Hotel

Budgeted Item: No

Amount Budgeted: \$0.00

Fiscal Consideration: 8% of approximately 7.6 million dollars for Nursing Facility
8% of approximately 4.0 million dollars for Texan Hotel

Staff Recommendation: Staff recommends City Commission to authorize City Manager to contract these services.

Alternatives: Not hire a Construction Manager

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 12/17/2020
Approved - 12/18/2020
Approved - 12/18/2020
Final Approval - 12/18/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.I.

DATE SUBMITTED: December 17, 2020

MEETING DATE: December 21, 2020

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on renewal of Camera Services Agreement between the City of Pharr International Bridge and Inmobiliaria Jugas, S.A. de C.V.

Classification: Regular

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

Issue: On December 16, 2020, the Bridge Board approved the authorization of the renewal of the Camera Contact with Inmobiliaria Jugas, S.A. de C.V. Project #2021-70-510-S010-001

Project Name: Service & Maintenance on Four (4) Camera(s)

Budgeted Item: Yes.

Amount Budgeted: \$7,800

Fiscal Consideration: \$650.00 per month for an annual total of \$7,800.

Staff Recommendation: This agreement will allow the Pharr Administration Staff to view the traffic at the Reynosa-Pharr International Bridge and see if there is any traffic problems. The agreement will renew for a 1 year term with a 30 day out written notice expiring on December 31, 2021.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Ignacio Amezcua

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 12/17/2020

Approved - 12/18/2020

Approved - 12/18/2020

Approved - 12/18/2020

Approved - 12/18/2020

Final Approval - 12/18/2020

CAMERA SERVICES AGREEMENT

City of Pharr — International Bridge & Inmobiliaria Jugas, S.A. de C.V.

PREMISES: Inmobiliaria Jugas, S.A. de C.V. (Landlord) will lease, to the City of Pharr — International Bridge (Tenant), a 250 square foot office building and the adequate space (space on top of a commercial plaza sign) to install four (4) security cameras, located at the Via Pharr Plaza, Carretera Reynosa a Puente Pharr No. 400 Loc. 18, Reynosa, Tamaulipas, Mexico, 88780.

EQUIPMENT/CAMERAS/SERVICES: The four (4) cameras will be provided by the Tenant, and are considered Tenant's Property. Tenant will pay all maintenance fees for the cameras/equipment, including internet.

TERM: The agreement term will begin on January 1, 2021 and will terminate on December 31, 2021. This agreement may be terminated by the Tenant at any time with 30 days written notice.

RENEWAL TERM: This agreement will automatically renew for an additional period of (12) months, unless either party gives written notice of termination no later than 30 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 PAYMENTS: Tenant will pay to Landlord monthly installments of \$650.00 (six hundred and fifty dollars USD). Monthly installments will be payable on the 20th day of each month, for a total annual lease of \$7,800.00 (seven thousand eight hundred dollars USD). Landlord must submit an invoice before the 5th day of each month in order for Tenant to process payment.

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 four (4) cameras from the Landlord's property. The four (4) cameras will have to be in as good condition as when delivered to Landlord. Ordinary wear and tear is to be expected.

POSSESSION: Landlord promises to place Tenant in peaceful possessions of the office space, and Tenant, by taking possession of the office space, will have acknowledged that the office space is in satisfactory and acceptable condition.

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 office building, the camera space, all wiring, all cabling, all electrical boxes and all outlets to be damaged.

UTILITIES AND SERVICES: Landlord will be responsible for all utilities and services incurred in connection with the premises. Landlord will pay the electricity and water, and be responsible for standard maintenance (cleaning, trash pick-up, etc.) to the office space.

TAXES: Taxes attributable to the premises or the use of the premises will be allocated as follows:

REAL ESTATE TAXES: Landlord will pay real estate taxes and assessments for the premises.

PERSONAL TAXES: Landlord will pay all personal taxes and any other charges which may be levied against the premises and which attributable to Tenant's use of the premises, along with all sales and/or use taxes (if any) that may be due in connection with Lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this agreement, Landlord may terminate this agreement upon 60 days written notice to Tenant that the premises have been sold.

SIGNATURE AND NOTICE: This agreement will be signed by the following parties. No notice under this agreement will be deemed valid unless given or served in writing.

LANDLORD:

Inmobiliaria Jugas, S.A. de C.V.

Carretera Reynosa a Puente Pharr No. 400 Loc. 24

Ejido El Guerreño

Reynosa, Tamaulipas, Mex. 88780

TENANT:

City of Pharr, Texas

118 S. Cage Blvd

Pharr, Tx. 78577

LANLORD:

Inmobiliaria Jugas, S.A. de C.V.

By: _____ Date: January _____, 2021

Juan Gastelum

CEO

TENANT:

City of Pharr, Texas

By: _____ Date: January _____, 2021

Ambrosio "Amos" Hernandez

Mayor