



Control Number: 51124



Item Number: 1

Addendum StartPage: 0

PUC DOCKET NO.

**151124**



PETITION BY THE  
CITY OF PHARR AND  
THE CITY OF SAN JUAN  
FOR APPROVAL OF  
SERVICE AREA CONTRACT  
UNDER TEXAS WATER CODE  
§13.248 AND TO AMEND  
CERTIFICATES OF CONVENIENCE  
AND NECESSITY IN  
HIDALGO COUNTY

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BEFORE THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS

**PETITION BY THE CITY OF PHARR AND THE CITY OF SAN JUAN FOR  
APPROVAL OF SERVICE AREA CONTRACT UNDER  
TEXAS WATER CODE § 13.248 AND TO AMEND  
CERTIFICATES OF CONVENIENCE AND NECESSITY IN HIDALGO COUNTY**

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, City of Pharr (Pharr) and hereby files this Petition for Approval of Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity (CCN) in Hidalgo County (Petition). In support thereof, Pharr would respectfully show as follows:

**PETITION**

**A. Background**

1. Pharr is authorized to provide retail sewer service in Hidalgo County under CCN No. 20643.
2. Pharr's provides sanitary sewer service about 22,000 customers in the Hidalgo County. Pharr operates its wastewater treatment plant pursuant to its TPDES Permit No. WQ0010596001.
3. The City of San Juan (San Juan) is authorized to provide retail sewer service in Hidalgo County under CCN No. 20791.

4. Pharr has received a request for sewer service from developers in an area currently certificated to San Juan.

5. In order to allow Pharr to provide sewer service to development in the area currently certificated to San Juan, Pharr and San Juan have entered into the Agreement Designating Retail Sewer Service Territory ("Agreement") between Pharr and San Juan. The Agreement is attached to this Petition as Exhibit 1.

6. The City Commission of the San Juan approved the Agreement on May 12, 2020. Notice of the May 12, 2020 City Commission meeting was posted in accordance the Texas Open Meetings Act.

7. The City Commission of Pharr approved the Agreement on May 18, 2020. Notice of the May 18, 2020 City Commission meeting was posted on May 15, 2020, as required by the Texas Open Meetings Act and as certified by the City Clerk.

8. The Agreement provides for the dual certification of the sewer service territory designated by the Agreement. The area to be dually certificated is identified on the maps attached to this Petition as Exhibit 2 ("Dual Certification Area").

9. No customers or facilities will be transferred as part of this Petition.

**B. Request for Transfer/Decertification**

1. Pursuant to 16 TAC § 24.253(b), the following information is including with this Petition:

- a. a copy of the Agreement, which is attached to this Petition as Exhibit 1;
- b. maps of the Dual Certification Area prepared in accordance with 16 Tex. Admin. Code § 24.257(a), which are attached to this Petition as Exhibit 2;

c. affidavit of the City Manager of San Juan, which is attached as Exhibit 3, attesting to the fact that the San Juan City Commission approved the Agreement, that no customers or facilities will be transferred pursuant to the Agreement, and that notice of the City Commission meeting was provided in accordance with the Texas Open Meetings Act;

d. copies of San Juan's agenda and minutes of the meeting, which are attached to Exhibit 3;

f. affidavit of the City Manager of Pharr, which is attached as Exhibit 4, attesting to the fact that the Pharr City Commission approved the Agreement, and that no customers or facilities will be transferred pursuant to the Agreement; and

g. copies of Pharr's agenda and minutes of the meeting, which are attached to Exhibit 4, and which the City Clerk certifies that the notice of meeting was posted on May 15, 2020.

2. The Petitioner requests that the PUC approve this Petition and request to dually certificate the Dual Certification Area to both San Juan's CCN No. 20643 and Pharr's CCN No. 20791.

### **C. Request for Informal Disposition**

Pharr requests informal disposition processing for this Petition without a hearing as all requirements for the same are met. *See* 16 TAC § 22.35(a). Because no customers are being transferred, Section 24.253 of the PUC's rules only require evidence of notice of the city Commission meetings that considered the Agreement. *See* 16 TAC §§ 22.35(a), and 24.253(c). Further, at least 15 days has past since the notice of the meetings, and the decision is not adverse to any party. 16 TAC § 22.35(a)(1) and (a)(2).

**D. Conclusion**

Pharr respectfully requests that the Commission approve the Agreement as provided under Texas Water Code § 13.248 and 16 TAC § 24.2553 and that the Commission enter an order dually certifying the Dual Certification Area to both San Juan's CCN No. 20643 and Pharr's Sewer CCN No. 20791, as requested, and that all other orders, acts, procedures, and relief be granted as necessary to enforce the Agreement.

Respectfully Submitted,

Emily W. Rogers  
State Bar No. 24002863  
[erogers@bickerstaff.com](mailto:erogers@bickerstaff.com)

Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Expressway  
Building One, Suite 300  
Austin, TX 78746  
Telephone: (512) 472-8021  
Facsimile: (512) 320-5638

By: Emily W. Rogers  
Emily W. Rogers

**CERTIFICATE OF SERVICE**

I certify that a copy of this document was served on all parties of record via email on July 29, 2020, in accordance with the requirements of 16 Tex. Admin. Code § 22.74 and PUC Order No 1 in Docket No. 50664.

Emily W. Rogers  
Emily W. Rogers

**AGREEMENT DESIGNATING RETAIL  
SANITARY SEWER SERVICE TERRITORY**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF HIDALGO**           §

THIS AGREEMENT Designating Retail Sanitary Sewer Service Territory is made and executed by and between the City of San Juan (hereinafter "San Juan"), and the City of Pharr (hereinafter "Pharr"). San Juan and Pharr may be collectively referred to herein as the "Parties."

**I. RECITALS**

WHEREAS, San Juan is Home Rule city in Texas which holds water Certificate of Convenience and Necessity ("CCN") CCN No. 20791 for sewer;

WHEREAS, Pharr is a Home Rule city in Texas which holds sewer CCN No. 20643;

WHEREAS, Pharr has received requests to provide sanitary sewer service in the area identified on Exhibit A;

WHEREAS, by dually certifying the area identified on Exhibit A to both Pharr and San Juan, the Parties will enhance the planning and development of capital improvement programs, and sewer services to be provided by both Parties;

WHEREAS, this Agreement will accomplish legitimate public purposes of the Parties and will allow dependable sewer service to be provided to the area that will benefit the public health, safety and welfare of the future customers within the area; and

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, San Juan and Pharr agree as follows:

**II. TERMS OF AGREEMENT**

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, by their representatives affixing signatures below, San Juan and Pharr agree as follows:

- (1)    Transfer Area from San Juan to Pharr.

a. San Juan hereby agrees and consents to the dual certification by Pharr of that portion of San Juan's sanitary sewer utility service area identified on the attached map, attached hereto and incorporated herein for all purposes as Exhibit A ("Dual Certification Area").

b. San Juan and Pharr agree that, after \_\_\_\_\_, Pharr and San Juan shall both have the right to provide retail sanitary sewer service within the Dual Certification Area. Notwithstanding the foregoing, Pharr's right to provide service in the Dual Certification Area shall be limited to service to new customer connections which were not receiving sanitary sewer service from San Juan on the Effective Date of the Agreement.

(2) Amendment of CCNs. Within thirty (30) days after the Effective Date of this Agreement, Pharr shall prepare and file an application with the Public Utility Commission of Texas (PUC) requesting that the PUC:

a. incorporate this Agreement into the respective CCNs of Pharr and San Juan pursuant to Texas Water Code § 13.248;

b. dually certificate the Dual Certification Area to Pharr and San Juan.

San Juan and Pharr shall endeavor to obtain the PUC's approval of the CCN amendments contemplated herein in an expeditious manner and will support and cooperate with each other and the PUC to accomplish this goal. If the PUC denies Pharr's and San Juan's request for dual certification, this Agreement shall terminate.

(3) Payments. For each new sewer service customer connected by Pharr in the Dual Certification Area after the Effective Date of this Agreement, Pharr agrees to pay San Juan forty (40) percent of the net revenues collected by Pharr from the sewer service rates charged to the new customers. Net revenues mean those revenues remaining after operation and maintenance costs, debt service costs, and capital investment costs associated with or attributable to service to the Dual Certification Area are deducted from the gross revenues. Fees collected from customers in the Dual Certification Area, such as connection fees, impact fees, late payment fees, and disconnection fees, are not included in the net revenue calculation. The net revenues will be determined solely by Pharr. Payments made to San Juan pursuant to this section shall be made by the thirtieth (30<sup>th</sup>) day of each month for the previous month's collections of net revenue. Payments under this section will begin on the thirtieth (30<sup>th</sup>) day of the month following the first month in which Pharr has one or more active sewer service customer in the Dual Certification Area.

(4) CCNs After Agreement on City Limits and ETJ. If the Parties execute an agreement regarding their respective jurisdictional boundaries (city limits and extraterritorial jurisdiction) in the Dual Certification Area ("Jurisdictional Boundary

Agreement"), upon the effective date of such agreement, the Parties agree that Pharr will no longer be obligated to pay San Juan net revenues as provided by Section (3) above. Pharr will make a final payment to San Juan for the net revenues that have accrued prior to the effective date of the Jurisdictional Boundary Agreement in accordance with the payment requirements in Section (3). The Parties further agree to include in any Jurisdictional Boundary Agreement an agreement to provide for the single certification of the Dual Certification Area consistent with the Parties' agreement regarding their respective jurisdictional boundaries and to seek PUC approval of the same. Thus, the areas within the Dual Certification Area that would be within San Juan's city limits and extraterritorial boundaries as set out in the Jurisdictional Boundary Agreement would be singly certificated to San Juan. Similarly, the areas within the Dual Certification Area that would be within Pharr's city limits and extraterritorial boundaries as set out in the Jurisdictional Boundary Agreement would be singly certificated to Pharr.

(4) Applicable Law. This Agreement shall be construed and interpreted in accordance with the applicable provisions of the Texas Water Code including but not limited to Texas Water Code § 13.248.

### **III. MISCELLANEOUS**

(5) Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

(6) Performance. The obligations and undertakings of each of the parties to this Agreement shall be performed in Hidalgo County, Texas. Except for matters within the jurisdiction of the PUC (or its successor), the Parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Hidalgo County, Texas.

(7) Entire Agreement. This Agreement contains the entire agreement of San Juan and Pharr with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Party or Parties to be charged.

(8) Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown hereinafter for Pharr or San Juan, as appropriate, or such notice shall, if deposited in the mail, be deemed to be delivered, whether actually received or not, on the first business



day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Pharr or San Juan, as appropriate, at the address shown hereinafter. The addresses for Pharr or San Juan for all purposes under this Agreement shall be the following:

If to Pharr:                      City of Pharr  
   c/o City Manager  
   118 South Cage Blvd.  
   Pharr, TX 78577  
   Phone: 956-402-4000  
   Fax: 956-702-5313

If to San Juan:                      City of San Juan  
   c/o City Manager  
   709 S. Nebraska St.  
   San Juan, TX 78589  
   Phone: 956-223-2200  
   Fax: 956-787-5978

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other Party.

(9)     Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, representatives, and assigns.

(10)   Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

(11)   Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

(12)   Attorney's Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the prevailing Party may show itself justly entitled.

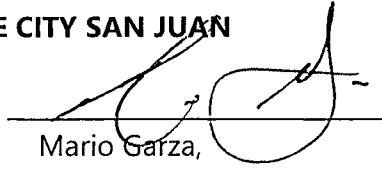
(13) Covenant of Authority. San Juan and Pharr each covenant that it has authority to agree to the dual certification of the Dual Certification Area. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective Party.

(14) Time. Time is of the essence in all things pertaining to the performance of this Agreement.

(15) Effective Date. The term "Effective Date" as used in this Agreement shall be the date on which this Agreement is executed by the last to sign of Pharr or San Juan.

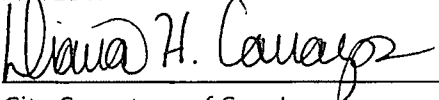
IN WITNESS WHEREOF, EXECUTED by the President of the San Juan and President of Pharr under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below.

**THE CITY SAN JUAN**


BY:   
Mario Garza,  
Mayor of the City of San Juan

Date: 5/26/20

ATTEST:

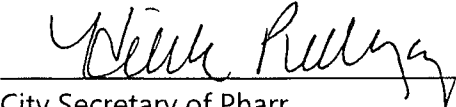
  
City Secretary of San Juan

**THE CITY OF PHARR**

BY:   
Dr. Ambrosio Hernandez  
Mayor of the City of Pharr

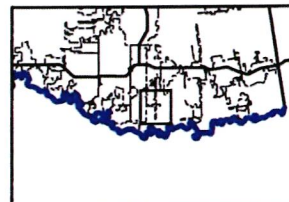
Date: 5/18/20

ATTEST:

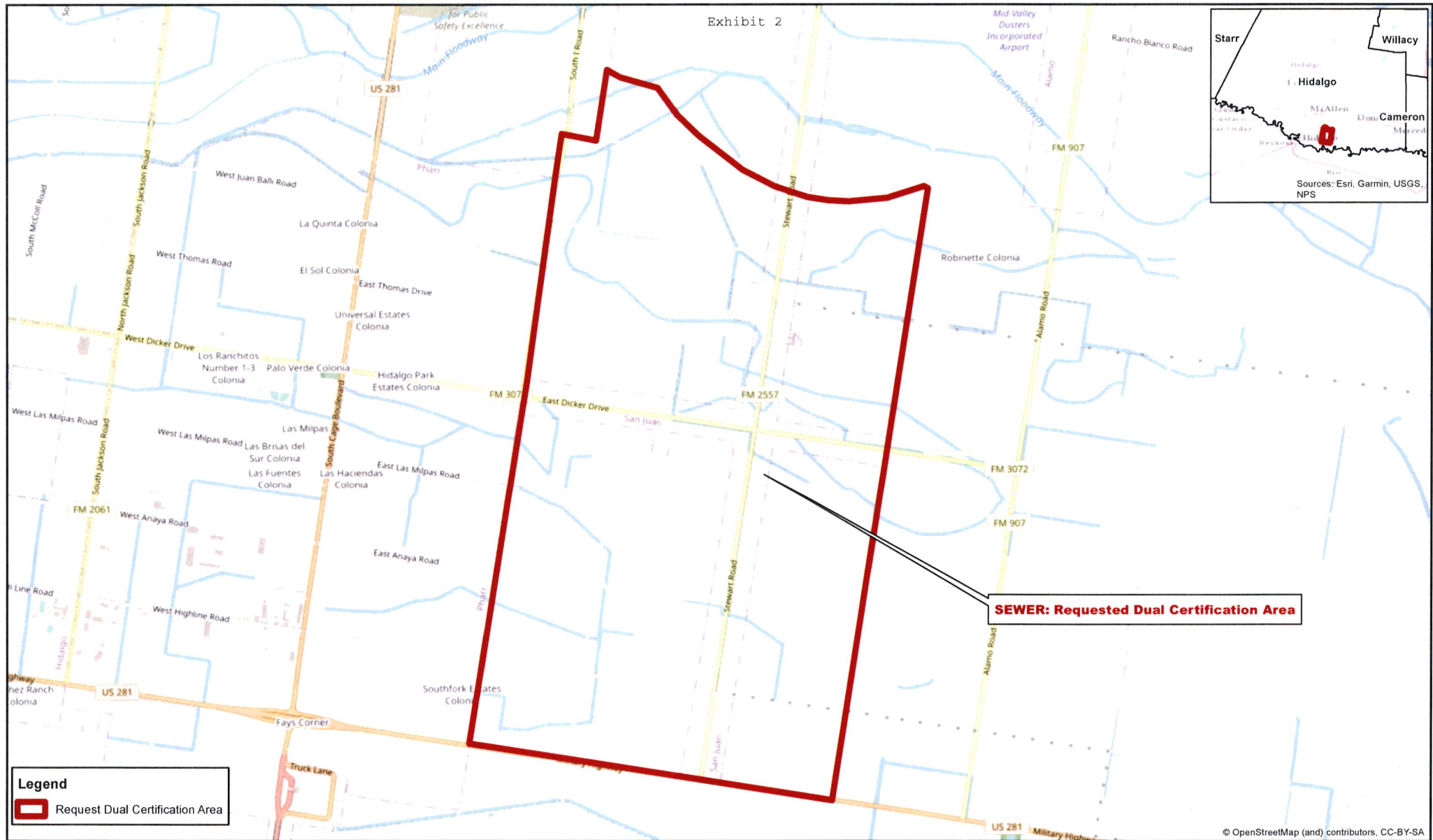
  
City Secretary of Pharr

**APPROVED BY  
CITY COMMISSION  
ON: 05/18/2020**





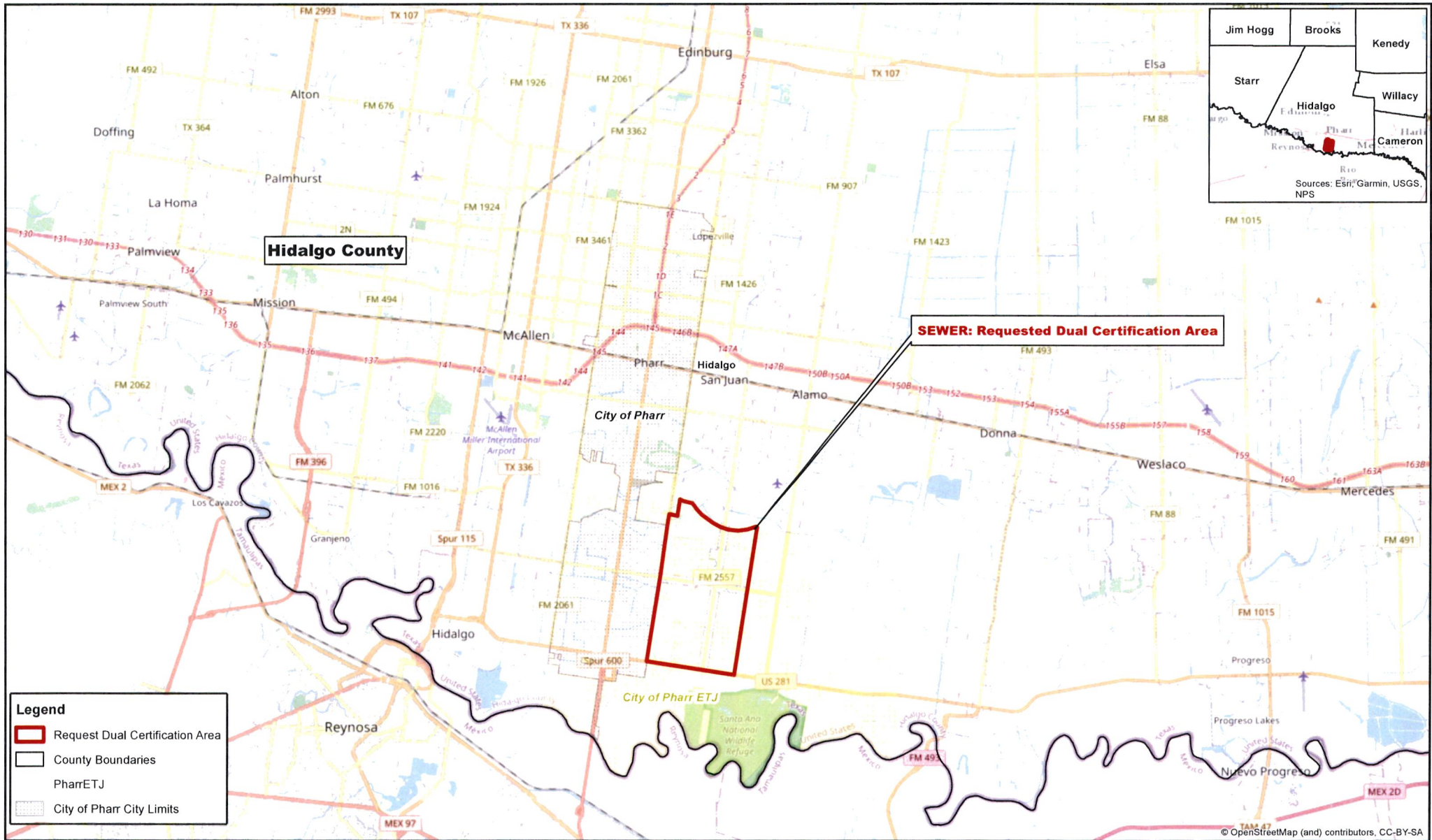




0 0.35 0.7 1.4 Miles  
 Created: 5/28/2020; Request Area: 4,664.10 Acres  
 Background Image: ESRI Open Street Map

**City of Pharr**  
**Request for Dual Certification of Sewer CCN Service Area with the City of San Juan**  
**Dual Certification for Sewer CCN No 20643 and Sewer CCN No. 20791**  
**DETAIL Map**

© 2020 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Requested Dual Certification Area, City, and ETJ  
 Boundaries for the City of Pharr obtained from the City of Pharr GIS.



0 1.25 2.5 5 Miles

Created: 5/28/2020; Request Area: 4,664.10 Acres  
Background Image: ESRI Open Street Map

**City of Pharr**  
**Request for Dual Certification of Sewer CCN Service Area with the City of San Juan**  
**Dual Certification for Sewer CCN No 20643 and Sewer CCN No. 20791**  
**GENERAL LOCATION Map**

© 2020 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Requested Dual Certification Area, City, and ETJ  
Boundaries for the City of Pharr obtained from the City of Pharr GIS.



PUC DOCKET NO. \_\_\_\_\_

PETITION BY THE	§	
CITY OF PHARR AND	§	
THE CITY OF SAN JUAN	§	BEFORE THE
FOR APPROVAL OF	§	
SERVICE AREA CONTRACT	§	PUBLIC UTILITY COMMISSION
UNDER TEXAS WATER CODE	§	
§13.248 AND TO AMEND	§	
CERTIFICATES OF CONVENIENCE	§	OF TEXAS
AND NECESSITY IN	§	
HIDALGO COUNTY	§	

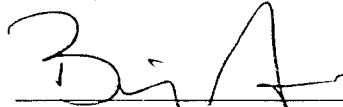
**AFFIDAVIT OF BENJAMIN ARJONA**

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§

BEFORE ME, the undersigned notary, personally appeared Benjamin Arjona, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

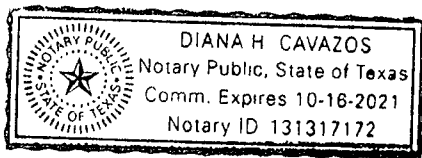
1. "My name is Benjamin Arjona. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.
2. I am the City Manager of the City of San Juan (City), a party to the Agreement Designating Retail Sewer Service Territory ("Agreement") regarding the dual certification of territory between the Cities of San Juan and Pharr.
3. No sewer customers or facilities in the dual certification area are to be transferred pursuant to the Agreement.
4. The City Council of San Juan considered the Agreement in an open meeting held on May 12, 2020, notice of which was properly posted and held in compliance with the Texas Open Meetings Act, Gov't Code 551.
5. A copy of the meeting agenda and minutes for the meeting during which the item was discussed is attached hereto.
6. Pharr has prepared a certain 'Petition by the City of Pharr and the City of San Juan for Approval of Service Area Contract Pursuant to Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Hidalgo County (Petition).
7. San Juan supports the Petition."

FURTHER AFFIANT SAYETH NOT.



Benjamin Arjona, City Manager  
City of San Juan

SWORN AND SUBSCRIBED TO BEFORE ME by Benjamin Arjona on  
July 2<sup>nd</sup>, 2020.



  
Notary Public State of Texas





**Mayor: Mario Garza**  
**Mayor Pro-Tem: Leonardo “Lenny” Sanchez**  
**Commissioners: Jesus “Jesse” Ramirez**  
**Ernesto “Neto” Guajardo**  
**Marco “Markie” Villegas**

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

**SAN JUAN CITY COMMISSION**

**Location:** San Juan Memorial Library  
Multipurpose Meeting Room  
1010 S. Standard  
San Juan, Texas 78589  
**Tuesday, May 12, 2020**

**REGULAR MEETING AGENDA**  
**6:00 PM**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS**

- A.** It is the Intent of the City Commission to Conduct this Meeting Primarily via Teleconference Pursuant to the Open Meetings Act Procedures Announced by Governor Abbott. Due to the COVID-19 Pandemic, the City has Established and Alternative for Residents to Make Public Comments During the Meeting. If you Would Like to Participate Under Public Comments, You Must Submit a Request Beginning Friday, May 8, 2020 by (1) Sending an Email to [publiccomments@sjtx.us](mailto:publiccomments@sjtx.us) or (2) by Dropping Off the Request in the Drop Box Next to the Drive-Thru Behind City Hall at 709 S. Nebraska San Juan, Texas 78589. All Requests Must be Received no Later that 5:00 p.m. on Tuesday, May 12, 2020. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

**V. PRESENTATIONS**

- A.** Presentation on Department Reports: Department of Planning and Zoning, Department of Parks and Recreation, San Juan Memorial Library and Department of Sanitation.

- 1.** Department of Planning and Zoning Monthly Report.
- 2.** Department of Parks and Recreation Monthly Report.
- 3.** San Juan Memorial Library Monthly Report.
- 4.** Department of Sanitation Monthly Report.

**VI. PUBLIC HEARINGS**

- A.** Hold a Public Hearing for a Conditional Use Permit to allow a Social Event Center “Fiesta Real Event Center” at 905 W. SH 495 Suite 3, legally described as Lot 3, McBride Subdivision, as Requested by Ismael Rodriguez.
- B.** Hold a Public Hearing for a Conditional Use Permit to allow a Beauty Salon in a Residential Area located at 1005 Shawnee Circle, legally described as Lot 43, Block 2, Lucero Estates Subdivision, as Requested by Melissa Arguelles.
- C.** Hold a Public Hearing for a Conditional Use Permit for a Drive-Thru Business and for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Palomo’s Drive-thru” located at 901 W. SH 495 Suite 2, legally described as Lot 5, McBride Subdivision, as Requested by Bibiana Palomo.
- D.** Hold a Public Hearing for a Conditional Use Permit to allow a Multi-Family dwelling along the Expressway Corridor District (EC) at property legally described as the 15.92 acre tract of land out of the East 20 acres of Lot 3, Block 35, Alamo Land and Sugar Company Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sgt. Leonel Trevino Road, as Requested by Leonel Cantu.
- E.** Hold a Public Hearing for a Conditional Use Permit to allow a Food Concession Stand “Pika Pebble Snacks” with a Drive-Thru Window at 4011 N. Raul Longoria Road, legally described as the West 309.24 feet of the South 140.86 feet of the North 281.72 feet of Lot 10, Block 8, Tracts 19 -20, John Closner Subdivision, as Requested by Stephanie Villarreal.

**VII. ORDINANCES**

- A. Consider Adoption of an Ordinance in First Reading to Amend the City of San Juan Code of Ordinances Chapter 13. Utilities; Article 13.03 Water and Sewer Service; Division 2. Rates, Charges and Billing; Part IV. Sewer Rates and Charges. Adding Section 13.03.185 Sewer Main and Service Line Televising Fee; Establishing Sewer Main and Service Line Televising Services; Establishing the Rate to be Charged by the City of San Juan; Providing for a Repealer Clause; Providing for Codification; and Providing for Publication and an Effective Date.

#### **VIII. APPOINTMENTS**

- A. Consider the Removal and/ or Appointment of Board Member(s) to the San Juan Parks and Recreation Advisory Board.
- B. Consider the Removal and/or Appointment of Board Member(s) of the San Juan Economic Development Corporation.

#### **IX. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:**

- A. Consider the Approval of a Budget Amendment in the Amount of \$39,108.00 out of Miscellaneous Grant Fund Balance to the Police Department Miscellaneous Grant Budget.
- B. Consider the Approval of a Budget Adjustment in the amount of \$34,240.00 out of the Federal Forfeiture Fund Balance to the Police Department Federal Forfeiture Budget.
- C. Discussion and Possible Action Regarding Hidalgo County Elections Department Request for Early Voting/Election Day Polling Location of Fire Station #2 (2301 N. Raul Longoria, San Juan, Texas 78589) for the 2020 Primary Run off.

#### **X. CONTRACTUALS**

- A. Consider Authorizing City Manager to Extend the Contract for the City of San Juan Project Manager with Strada Engineering and Consulting, LLC, for the Transit Terminal Building/City Hall Pursuant to RFQ# 18-64-03-20.

#### **XI. RESOLUTIONS**

- A. Consider Authorizing The City of San Juan to Apply and Submit a Grant Application for Funding to the Office of the Governor, for the City of San Juan COVID19 Response Program, FY 2020.

## **XII. CONSENT AGENDA**

- A. Budget Expenditure Report - March 2020
- B. Meeting Minutes
  - December 10, 2019
  - January 14, 2020

## **XIII. EXECUTIVE SESSION**

- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551.
  - 1. Pursuant to Section §551.071 Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning the Comprehensive Plan.
  - 2. Pursuant to Section §551.071, Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning Entertainment Agreement for 2020 Noche de Paz.
  - 3. Pursuant to Section 551.071 Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning CNN Interlocal Agreement with the City of Pharr.

## **XIV. RECONVENE**

- A. The City Commission will Reconvene in Open Session to Take Necessary Action, if any, in Accordance with Chapter 551, Open Meeting, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

## **XV. ADJOURNMENT**

## **CERTIFICATION**

CITY COMMISSION MEETING AGENDA  
MAY 12, 2020  
PAGE 5

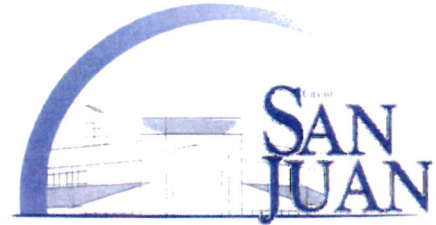
I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the \_\_\_\_\_ in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

\_\_\_\_\_  
DIANA CAVAZOS  
CITY SECRETARY  
CITY OF SAN JUAN, TEXAS

**CERTIFICATION OF REMOVAL**

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
OFFICE OF THE CITY SECRETARY



### **XIII. EXECUTIVE SESSION 6:45 p.m.**

A. The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551.

1. Pursuant to Section §551.071 Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning the Comprehensive Plan.
2. Pursuant to Section §551.071 Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning Entertainment Agreement for 2020 Noche de Paz.
3. Pursuant to Section §551.071 Consultation with Attorney; Discussion and Possible Action Regarding Legal Issues Concerning CNN Interlocal Agreement with the City of Pharr.

### **XIV: RECONVENE**

- A. The City Commission will Reconvene in Open Session to Take Necessary Action, if any, in Accordance with Chapter 551, Open Meeting, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

**Commissioner Ernesto "Neto" Guajardo made motion to reconvene from executive session at 7:21 p.m. and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

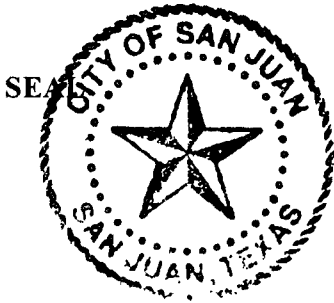
- 1. Mayor Mario Garza stated at the moment no action would be taken for item 1.**
- 2. Mayor Mario Garza made motion to negotiate with promoter as discussed in executive session and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**
- 3. Mayor Mario Garza made motion to enter into an agreement with parameters and provisions discussed in executive session. Motion was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

CITY OF SAN JUAN  
CITY COMMISSION  
TUESDAY, MAY 12, 2020

State of Texas  
County of Hidalgo  
City of San Juan

I, Diana Cavazos, City Secretary of the City of San Juan, do hereby certify that the following is a true and correct copy of the minutes of the City Commission Regular Meeting held on May 12, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed the official seal of the City of San Juan, Texas, this 24<sup>th</sup> day of June, 2020.



  
Diana Cavazos, City Secretary

PUC DOCKET NO. \_\_\_\_\_

PETITION BY THE	§	
CITY OF PHARR AND	§	
THE CITY OF SAN JUAN	§	BEFORE THE
FOR APPROVAL OF	§	
SERVICE AREA CONTRACT	§	PUBLIC UTILITY COMMISSION
UNDER TEXAS WATER CODE	§	
§13.248 AND TO AMEND	§	
CERTIFICATES OF CONVENIENCE	§	OF TEXAS
AND NECESSITY IN	§	
HIDALGO COUNTY	§	

**AFFIDAVIT OF EDWARD M. WYLIE**

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§


BEFORE ME, the undersigned notary, personally appeared Edward M. Wylie, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

1. “My name is Edward M. Wylie. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.
2. I am the City Manager of the City of Pharr (City), a party to the Agreement Designating Retail Sewer Service Territory (“Agreement”) regarding the dual certification of territory between the Cities of San Juan and Pharr.
3. The City provides sanitary sewer service to about 22,000 customers. The City has received requests to serve new developments in the area to be dually certificated.
4. No sewer customers or facilities in the dual certification area are to be transferred pursuant to the Agreement.
5. The City Council of Pharr considered the Agreement in an open meeting held on May 18, 2020, notice of which was properly posted and held in compliance with the Texas Open Meetings Act, Gov’t Code 551.
6. A copy of the meeting agenda and minutes for the meeting during which the item was discussed is attached hereto.

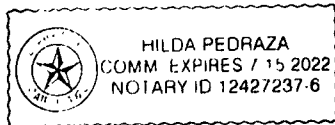


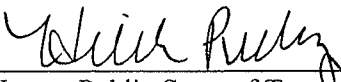
7. Pharr has prepared a certain 'Petition by the City of Pharr and the City of San Juan for Approval of Service Area Contract Pursuant to Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Hidalgo County (Petition).
8. Pharr supports the Petition."

FURTHER AFFIANT SAYETH NOT.

  
Edward M. Wylie, City Manager  
City of Pharr

SWORN AND SUBSCRIBED TO BEFORE ME by Edward M. Wylie on  
July 15<sup>th</sup>, 2020.



  
Notary Public State of Texas



**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, MAY 18, 2020**

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

***In accordance with social distancing guidelines, the City Commission meeting will not be open to the public, except for individuals who have elected to appear in person for Public Testimony. The meeting will be via videoconference and streamed live at [www.pharr-tx.gov](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. 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 May 2020.

AGENDA REGULAR MEETING  
May 18, 2020

- B) Submission of Property Tax Collection Report for April 2020.
- C) Submission of Financial Quarterly Report for period ending March 2020.
- D) Submission of 2nd Quarter 2019-2020 City of Pharr Investment Report.

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

A) Approval of Minutes for May 4, 2020 Regular Called Meeting.  
(ADMINISTRATION)

B) PLATS:

1. CLH Engineering, Inc., representing Jose M. Guerra Cantu, Managing Member for KASAVA, L.L.C, A Texas Limited Liability Company, is requesting final plat approval of the proposed JG Customs Forwarding 2 Subdivision. The property is legally described as being the west 9.93 acres of land of Lot 8, Closner Subdivision of Porcion, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of East Military Highway. **SUB#190203** (DEVELOPMENT SERVICES)

**REGULAR AGENDA - OPEN SESSION:**

**5. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Ordinance waiving renewal fees for conditional use permits for on-premise consumption and health permit renewals. (DEVELOPMENT SERVICES)

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

AGENDA REGULAR MEETING  
May 18, 2020

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

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

E) Consideration and action, if any, on Resolution appointing/re-appointing one member to the Community Development Council. (GMCD)

F) Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for the closure of U.S. 281 (Cage Blvd.) from Old Business 83 to Kelly Ave. for the installation of various decorative light poles in front of City Hall beginning the week of May 25, 2020. (ENGINEERING)

**6. ADMINISTRATIVE:**

A) Consideration and action authorizing City Manager to advertise to Competitive Sealed Proposals (CSP) for the City of Pharr International Bridge Facility Expansion and Renovations Phase II. (Project No. 1920-70-510-C009-775) (ENGINEERING)

B) Consideration and action, if any, authorizing the City Manager to solicit a scope and fee proposal from Halff Associates Inc., and negotiate and enter into a contract for the Master Planning and design of Operational Improvements at the Pharr International Bridge. (Project No.1920-01-528-8013-001) (Rotation List) (ENGINEERING)

C) Presentation and discussion on Pharr COVID-19 Disaster Recovery Center. (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, from the list of qualified firms, to provide an assessment and project development of a priority plan for the City's transportation projects. (ADMINISTRATION)

**7. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Millennium Engineers Group, Inc. for Construction Material Testing Services for the Pharr International Bridge FY15 DAP Northbound Lane Project (CSJ: 0921-02-385) and 2nd BSIF Exit Project (CSJ: 0921-02-383). (ENGINEERING)

B) Consideration and action, if any, on Interlocal Agreement between City of Pharr and City of San Juan for dual certification of Sanitary Sewer services. (ADMINISTRATION)

C) Consideration and action, if any, on Interlocal Agreement between City of Pharr and City of San Juan for paving and traffic loops. (PUBLIC WORKS)

D) Consideration and action, if any, authorizing City Manager to enter into a contract with Kronos SaaS, Inc. for subscription services for the Workforce Ready cloud time and attendance software. (Project # 1920-01-518-S038-001) (IT)

E) Consideration and action, if any, on entering into an enterprise agreement with Charter Communications Operating, LLC "Spectrum" for City, high definition public access channel. (Project # 1920-01-518-S039-001) (IT)

F) Consideration and action, if any, on final close out and amendment for additional scope and time for Newcome Park Phase I and II (ADMINISTRATION)

G) Consideration and action, if any, on final close out and amendment for additional scope and time for the Jose "Pepe" Salinas Civic Center. (ADMINISTRATION)

**8. LEGAL:**

A) Consultation with City Attorney on D&M Ventures, LLC v. City of Pharr, Texas, Cause No. C-3205-16-E, in the 275th Judicial District Court of Hidalgo County, Texas. (LEGAL)

AGENDA REGULAR MEETING  
May 18, 2020

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

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

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

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

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

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

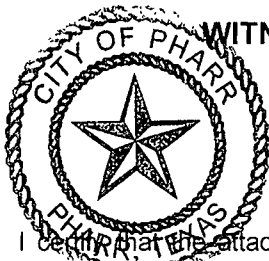
AGENDA REGULAR MEETING  
May 18, 2020

**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](mailto:hilda.pedraza@pharr-tx.gov) or [imelda.barrera@pharr-tx.gov](mailto: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](http://www.pharr-tx.gov). This Notice was posted on the 15<sup>th</sup> day of May 2020 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



**WITNESS MY HAND AND SEAL, this 15<sup>th</sup> day of May 2020**

  
HILDA PEDRAZA, TRMC, CMC  
CITY CLERK

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

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF HIDALGO           §     **CERTIFICATE OF PUBLIC RECORD**  
CITY OF PHARR                   §

I hereby certify, in the performance of the functions of my office, that the attached **Minutes for May 18, 2020 City Commission Meeting** is a true and correct copy as it appears on record and that said document is an official record from the public office of the City Clerk of the City of Pharr. I further certify that I am the City Clerk of the City of Pharr, Texas that I have custody of said record(s) and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set by hand and affixed the official seal of said office this the 15<sup>th</sup> day of July, 2020.



CITY OF PHARR

  
\_\_\_\_\_  
Hilda Pedraza, City Clerk



**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, MAY 18, 2020  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 18, 2020 via videoconference and following is the record of attendance.

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

**BOARD OF COMMISSIONERS ABSENT:** None

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

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1. CALL TO ORDER**

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

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

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

Anali Alanis, Assistant City Manager, led in the pledge of allegiance and said the invocation.

**ITEM 2. PUBLIC TESTIMONY**

There were no comments from the public.

**ITEM 3. CITY MANAGER'S REPORTS**

**A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MAY 2020**

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

#### ITEM 7. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH MILLENNIUM ENGINEERS GROUP, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE PHARR INTERNATIONAL BRIDGE FY15 DAP NORTHBOUND LANE PROJECT (CSJ: 0921-02-385) AND 2ND BSIF EXIT PROJECT (CSJ: 0921-02-383) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated the estimated fee was \$50,142.63. He further recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN CITY OF PHARR AND CITY OF SAN JUAN FOR DUAL CERTIFICATION OF SANITARY SEWER SERVICES (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated this was for dual certification of sanitary sewer services in the Pharr ETJ 15,000 acres south of floodway. He further stated this was the first step to the ETJ and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN CITY OF PHARR AND CITY OF SAN JUAN FOR PAVING AND TRAFFIC LOOPS (PUBLIC WORKS)**

Ed Wylie, Interim City Manager, introduced the item. He explained the replacement of traffic signal loop detectors at the intersection of Polk Avenue and Veterans Boulevard was needed to improve the efficiency and progression of traffic. He stated the roadway required improvements as part of the Year 5 Street Repaving Program and the agreement with the City of San Juan would allow for these improvements. Mr. Wylie further stated approximately 200 feet of the east approach would be repaved to allow for the installation of a new traffic signal loop and the estimated cost was \$9,000. He further recommended approval.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH KRONOS SAASHR, INC. FOR SUBSCRIPTION SERVICES FOR THE WORKFORCE READY CLOUD TIME AND ATTENDANCE SOFTWARE (PROJECT # 1920-01-518-S038-001) (IT)**

Ed Wylie, Interim City Manager, introduced the item and stated the Kronos time and attendance solution has been in place since 2013 and has been a valuable tool for payroll. He stated the new solution would run from the cloud and would no longer restrict the number of licenses. He further stated the annual cost for maintenance was \$43,982.40 but would be paying \$5.39 per employee per month for actual number of employees on payroll. He further recommended approval subject to changes as requested by legal.

MINUTES: REGULAR CALLED MEETING  
May 18, 2020

The time being 4:35 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

**ITEM 10. RECONVENE**

The time being 5:03 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**ITEM 8. LEGAL**

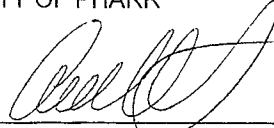
**A) CONSULTATION WITH CITY ATTORNEY ON D&M VENTURES, LLC V. CITY OF PHARR, TEXAS, CAUSE NO. C-3205-16-E, IN THE 275TH JUDICIAL DISTRICT COURT OF HIDALGO COUNTY, TEXAS (LEGAL)**

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

**ITEM 11. ADJOURNMENT**

There being no other business to come before the board, Comm. Guajardo moved to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:07 p.m.

CITY OF PHARR



\_\_\_\_\_  
AMBROSIO HERNANDEZ  
MAYOR

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

**ON THIS THE 18<sup>th</sup> DAY OF MAY 2020** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:



\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

APPROVED: June 1, 2020