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 4:15 PM ON
MONDAY, NOVEMBER 2, 2020

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming Municipal Court Week.

B) Proclamation proclaiming Diego Goku Aguilera Day.

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

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

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

A) City Engineer's Report (ENGINEERING)

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

A) Approval of Minutes for October 19, 2020 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on request from CASA of Hidalgo County, Inc. for use of the Pharr Events Center parking lot on Sunday, December 13, 2020 to host a drive thru Christmas Experience with Santa event and waive rental fees. (EVENTS CENTER)

C) Consideration and action authorizing City Manager to advertise for Request for Proposals for Auction Services. (PURCHASING)

D) Consideration and action on the purchase of Christmas Lights/Decorations through BUYBOARD from Arnett Marketing out of San Antonio, TX. (PARKS)

E) Consideration and action on Resolution of the Board of Commissioners of the City of Pharr, Texas Ratifying and Approving (I) the Resolution of the Pharr Economic Development Corporation II Approving the Entering into a Loan Agreement, Promissory Note, New and Amended Sales Tax Pledge Agreement with Lone Start National Bank; (II) A Sales Tax Remittance Agreement; and (III) the Authority of the Mayor to Execute a General Certificate of the City, and Sales Tax Remittance Agreement to Support Economic Development Projects. (FINANCE)

F) Consideration and action on Development Services Cases:

1. Bishop of the Roman Catholic Diocese of Brownsville, Texas, d/b/a Mother Cabrini Parish, 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 Single-Family Residential District (R-1).The property is legally described as being Lot 1, Saint Francis Xavier Cabrini Church Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Cage Boulevard. **CUP#201039** (DEVELOPMENT SERVICES)

2. Tropical Island #2 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 all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857** (DEVELOPMENT SERVICES)

3. Chipotle Texas, LLC, 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 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.The property's physical address is 500 North Jackson Road, Suite N-1. **CUP#160942** (DEVELOPMENT SERVICES)

G) PLATS:

1. Melden & Hunt, Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Ridge Estates Phase II Subdivision. The property is legally described as being a 17.727 acre tract of land, more or less, being out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800 and 900 Block of West Minnesota Road. **SUB#180718** (DEVELOPMENT SERVICES)

2. Barrera Infrastructure Group, Inc., representing Adolfo Campero, Manager for Campero Holdings Company, LLC, owner, is requesting final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision. The property is legally described as being a 6.95-acre tract of land, being out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800-900 Block of West Anaya Road. **SUB#201031** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

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

B) Consideration and action, if any, on Ordinance amending Ordinance O-2020-36 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(3rd and Final Reading)*** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 58 acres lying adjacent to and being situated within the extraterritorial jurisdiction of the City of Pharr, Texas. ***(2nd Reading)*** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution requesting authorization from the Texas Department of Transportation to close US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road and Nolana Loop from Interstate 69 to Veterans Boulevard on Thursday, December 31, 2020 for the New Year's Eve Firework Display. (PUBLIC WORKS)

F) Consideration and action, if any, on Resolution supporting and authorizing the creation of the Rio Grande Valley Regional 9-1-1 Emergency Communications District (COMMUNICATIONS)

G) Consideration and action, if any, on Resolution authorizing City Manager to submit and execute a grant application to the Texas General Land Office (GLO) under the 2015 Flood State Mitigation Competition - Housing and Urban Development (HUD) Most Impacted and Distressed (MID) County. (ENGINEERING)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on Pharr Municipal Court Amnesty Program for November 3, 2020 through December 31, 2020. (MUNICIPAL COURT)

B) Consideration and action, if any, on declaration of certain items and equipment as surplus and authorization for the City Manager to dispose of via a public auction. (PUBLIC WORKS)

C) Consideration and action, if any, on proposal from World City for the 2020 Pharr Trade Numbers Book. (BRIDGE)

9. PURCHASING:

A) Consideration and action if any, on the purchase of permeable pavers through a sole source vendor TrueGrid out of Houston, TX to be provided by the City of Pharr as owner furnished material to the awarded contractor for the various parking lot improvements project. (ENGINEERING)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to award Item #1 - Service Contract to Generate Chlorine Dioxide, Item #2 - Supply Contract for Purchase & Delivery of Sodium Chlorite, and Item #3 - Lease of New Equipment to EVOQUA Water Technologies LLC out of Sarasota, FL (PUBLIC UTILITIES)

B) Consideration and action, if any, authorizing City Manager to award a Service Contract for City Wide Lawn and Landscaping to Olympia Landscape Development, Inc. out of Laredo, TX. (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to continue maintenance and support services with Frontera Consulting out of McAllen, TX for the South Pharr Pilot Wi-Fi Project . (PURCHASING)

D) Consideration and action, if any, on contract extension with Hidalgo County EMS for 9-1-1 Emergency Medical Services.(FIRE)

11. 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.

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

13. 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 30th day of October 2020 at 4:10 p.m. and ill 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 30th day of October 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: _____

Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas and the great City of Pharr; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the City of Pharr is committed to the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, the City Council recognizes the Constitution and laws of the State of Texas, and supports the Municipal Court of the City of Pharr in complying with such legal requirements.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of November 2-6, 2020 as:

"Municipal Court Week"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 2nd day of November 2020.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Proclamation

WHEREAS, on September 17, 2020, Diego Goku Aguilera started his first day of work at Walmart in Storm Lake, Iowa; and

WHEREAS, the associate who was providing training to Diego became unresponsive; and

WHEREAS, Diego recognized the signs of cardiac arrest, and responded to the victim's aid; and

WHEREAS, Diego immediately began CPR, providing the victim with a combination of chest compressions; and

WHEREAS, after several minutes of effective CPR, Diego was relieved by emergency responders from Storm Lake Police and Fire Departments; and

WHEREAS, the victim regained a pulse and was breathing prior to medical transport; and

WHEREAS, the victim was transported to the hospital and, due to the life-saving efforts of Diego, the victim recovered and was able to walk out of the hospital within a week; and

WHEREAS, although many people are trained in CPR, some become hesitant to respond in a real emergency. Diego was a Hero on September 17 as he responded without hesitation and utilized his training to save a life.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby recognize, with respect and gratitude, the heroic actions and selfless courage of Diego Goku Aguilera in the act of saving a life and do hereby proclaim November 2, 2020 as:

"Diego Goku Aguilera Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 2nd day of November 2020.

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera Created/Initiated - 10/26/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/28/2020
Omar Anzaldua	Approved - 10/29/2020
City Management Office	Final Approval - 10/30/2020

Construction Phase

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

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	$3,200,000	**Contract Time (Days)**	210
Notice to Proceed	9/24/2018	**Contract Time Used:**	364.76%

Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building

Status: Substantial completion has been achieved.

Pictures: Pending punchlist items.

Project Name:	City Hall Remodeling		
Engineer	City of Pharr		
Contractor	NM Contracting		
Contract Amount to Date	$2,349,203	**Contract Time (Days)**	207
Notice to Proceed	7/23/2020	**Contract Time Used:**	47.34%

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

Status: Construction is ongoing**.**

Pictures: Stairs and walls are in place.

Project Name:	Pharr Bridge Office Expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	$1,316,952	**Contract Time (Days)**	240
Notice to Proceed	6/3/2019	**Contract Time Used:**	214.17%

Description:

Status: Construction is ongoing

Pictures: Signage on canopy has been installed. Interior renovations are ongoing.

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	$23,165,208.00	**Contract Time (Days)**	550
Notice to Proceed	11/1/2019	**Contract Time Used:**	66.00%

Description: The project is a fully enclosed olympic natatorium and diving pool with support facilities. Building area is approximatley 70,400 S.F.

Status: Construction is ongoing.

Pictures: Structural forms are in place, and is ongoing.

Project Name:	Jones Box Park Phase 2 West Expansion (Project No. 1920-01-528-C003-210)		
Engineer	R. Guitierrez Engineering Corporation		
Contractor	Vensor Contractors, LLC		
Contract Amount to Date	$299,214.24	**Contract Time (Days)**	170
Notice to Proceed	2/6/2020	**Contract Time Used:**	156.47%

Description: This project will consist of utility improvements.

Status: Construction is ongoing.

Pictures: Installation of grate inlet and safety end treatment to the north side closest to the existing parking lot.

Project Name:	Hike & Bike Phase 2 Utility Relocation (Project No. 1920-61-528-C004-289)		
Engineer	Javier Hinojosa Engineering		
Contractor	RDH Site and Concrete, LLC		
Contract Amount to Date	$332,830.00	**Contract Time (Days)**	180
Notice to Proceed	3/2/2020	**Contract Time Used:**	133.89%

Description: This project will consist of utility relocation.

Status: Project is at substantial completion.

Pictures: Alley off of E. Ridge Rd. with utilities have been completed.

Project Name:	City Wide Ditch Widening Project		
Engineer	Sigler Winston Greenwood		
Contractor	Saenz Brothers		
Contract Amount to Date	$2,472,500.00	**Contract Time (Days)**	90
Notice to Proceed	8/10/2020	**Contract Time Used:**	88.89%

Description: City Wide Ditch Widening

Status: Construction is ongoing

Pictures: Ditch widening along E. Eldora Rd. in front of Raiders Dr.

Project Name:	Pharr/Reynosa International Bridge Northbound Lane Expansion & 2nd BSIF Exit		
Engineer	TEDSI Infrastructure Group		
Contractor	Jimenez Engineering Solutions		
Contract Amount	$7,946,724.38	**Contract Time (Days)**	360
Notice to Proceed	9/8/2020	**Contract Time Used:**	14.17%

Description: The addition of a northbound truck lane, a superwide north roadway, and a new exit truck lane to the BSIF facility with new secondary inspection booths.

Status: Construction is ongoing

Pictures: Compaction of lifts

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: October 27, 2020
MEETING DATE: November 2, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Approval of Minutes for October 19, 2020 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: Minutes for Meeting on Monday, October 19, 2020 - Regular Called Meeting.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 10/27/2020
City Management Office	Final Approval - 10/30/2020

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 19, 2020
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 19, 2020 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Pro Tem Roberto "Bobby" Carrillo

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
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez. PEDC Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, Communications Director
Lisa C. Salinas, Chamber President

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Alternate Mayor Pro Tem Chavez called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING PHARR POLICE DEPARTMENT SOCIAL CONTRACT

Alternate Mayor Pro Tem Chavez read proclamation proclaiming Pharr Police Department Social Contract and presented proclamation to Police Department staff.

Andrew Harvey, Police Chief introduced his new command staff Assistant Police Chief Joel Robles, Deputy Chief Michael Mendoza, and Deputy Chief Juan Gonzalez. Chief Harvey stated the social contract would hold the department accountable and together move forward towards excellence. He further thanked the City Commission for their support.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE VOLUNTARY ANNEXATION OF 58 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF VETERAN'S BOULEVARD AND NORTH OF MILITARY HIGHWAY, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ), IN HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

DRAFT

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

C) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE SOUTH PHARR REGIONAL DETENTION FACILITY AND DRAINAGE IMPROVEMENT PROJECT GRANT APPLICATION (ENGINEERING)

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

D) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE SOUTHEAST PHARR DRAINAGE MITIGATION PROJECT PHASE I GRANT APPLICATION (GMCD)

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

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF TAX COLLECTION REPORT FOR SEPTEMBER 2020

Ed Wylie, Interim City Manager, introduced the item and briefly reported the City of Pharr was on track showing a 96% collection rate.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR OCTOBER 2020.

Ed Wylie, Interim City Manager, introduced the item. He stated the City of Pharr was first place in the valley in sales tax for month-to-month at 16.46% and the City was showing positive by 4.14% for the year.

C) SUBMISSION OF 4TH QUARTER 2019-2020 CITY OF PHARR INVESTMENT REPORT

Ed Wylie, Interim City Manager, introduced the item and stated the full report was included in packet. He stated all accounts were fully funded with no issues to report and questions could be entertained at this time.

D) SUBMISSION OF OFFICIAL BUDGET DOCUMENT FOR FY 2020-2021

Ed Wylie, Interim City Manager, introduced the item and called upon Karla Saavedra.

Karla Saavedra, Finance Director, stated the budget document was adopted on September 21, 2020 and it was being presented as a formality as per Government Finance Officers Association (GFOA) guidelines.

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

Ed Wylie, Interim City Manager, stated October was Breast Cancer Awareness month and the City was supporting by wearing pink and placing pink bows in the downtown parks.

Ed Wylie, Interim City Manager, further reported the City of Pharr would be hosting a Trunk or Treat event on Friday, October 23, 2020 from 6:00 p.m. to 8:00 p.m. at the Pharr Events Center, Pharr Sports Complex, and Development and Research Center. He welcomed the public to come out and get some treats.

Ed Wylie, Interim City Manager, reported the Movies in the Parking Lot would take place on Saturday, October 24, 2020 at Pharr Events Center starting at 7:30 p.m. and stated movie showing by popular vote would be The Nightmare Before Christmas.

Ed Wylie, Interim City Manager, further reported the Trail of Terror would take place from Monday, October 26, 2020 thru Friday, October 30, 2020 from 7:30 p.m. to 10:00 p.m. at the Pharr/Vanguard Academy Nature and Birding Center. He further stated this was a ticketed event and tickets could be available at the Pharr Memorial Library at no charge.

Ed Wylie, Interim City Manager, announced Pharr IT Department was recognized for winning the Excellence Award at this year's Texas Association of Governmental Information Technology Managers (TAGITM) Conference. He stated the department won the award for the City's 911 Communication and Data Center project. Mr. Wylie further stated this was the first time any city or county in the Rio Grande Valley receives this award from the state.

Jose Pena, IT Director, stated he was a presenter at the conference on the Pharr Parks Wi-Fi and Surveillance Project and thanked the commission for the resources and accommodations so the City can be recognized with awards such as this.

Mayor Hernandez congratulated the Pharr IT Department and Communications Department staff for a job well done.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR OCTOBER 5, 2020 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON STREET CLOSURE REQUEST FROM ST. JUDE CATHOLIC CHURCH FOR THEIR FEAST OF ST. JUDE THADDEUS RELIGIOUS EVENT ON WEDNESDAY, OCTOBER 28, 2020 FROM 3:00 A.M. TO 10:00 P.M. (ADMINISTRATION)

C) CONSIDERATION AND ACTION AUTHORIZING REALLOCATION OF BANC OF AMERICA CAPITAL LEASE PROCEEDS OF $600,000 TO COVER FOR BRIDGE PARKING LOT REPAIRS TO NOW COVER 2ND PHASE BRIDGE OFFICE EXPANSION (FINANCE)

D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR FORMAL SEALED BIDS FOR THE CAPITAL LEASE FINANCING FOR FY 2020-2021 (FINANCE)

E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. **STEFANO'S PIZZA EXPRESS, REQUESTDED 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 0.06 ACRES, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-3. CUP#190536**

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

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

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2020-36 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS. *(2ND READING)* (ADMINISTRATION)

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 58 ACRES LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS *(1ST READING)* (DEVELOPMENT SERVICES)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO SUBMIT AND EXECUTE A GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) UNDER THE FLOOD INFRASTRUCTURE FUND (FIF) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and briefly explained this was for the Detention Pond and Piping projects in south Pharr. He stated the City of Pharr would be applying for $5 Million dollars and a 30% loan forgiveness from Texas Water Development Board and recommended approval.

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

Resolution No. R-2020-56 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION UPDATING AUTHORIZED SIGNATURES FOR CITY OF PHARR CHECKS WITH LONE STAR NATIONAL BANK (FINANCE)

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

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

Resolution No. R-2020-57 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON COUNTER OFFER FOR THE PROPERTY LEGALLY DESCRIBED AS LOT A1, GOLAZO, REPLAT OF LOTS "A", 7, AND 8 STEEL HORSE INDUSTRIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

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

B) CONSIDERATION AND ACTION, IF ANY, ACCEPTING AND ADOPTING THE 2020 CITY OF PHARR DRAINAGE MASTER PLAN PREPARED BY HALFF ASSOCIATES, INC. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated a Master Plan for Drainage must approved by the governing body as per grant requirements and recommended approval.

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE PURCHASE OF NEW FURNITURE FOR THE 1ST FLOOR RENOVATIONS AT CITY HALL FROM THE CAPROCK GROUP, LLC DBA TEXAS WILSON THROUGH SOURCEWELL #121919-STI (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for the purchase of furniture for City Hall first floor in the amount of approximately $265,000 and recommended approval.

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

Mayor Hernandez asked if the vendor was a local. Ignacio Amezcua, Purchasing Director, stated the vendor was from San Antonio, Texas and was recommended by ERO Architects.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD CONTRACT FOR THE EXTERNAL FINANCIAL AUDITOR SERVICES FOR FISCAL YEAR 2019-2020 TO OSCAR R. GONZALEZ, CPA & ASSOCIATES LLC. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He stated the City advertised for proposals for external financial auditors and three proposals were received. He recommended Oscar R. Gonzalez CPA & Associates LLC.

Comm. Guajardo **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, AUTHORIZING CITY MANAGER TO PURCHASE THE MODULAR BUILDING AT THE BRIDGE FROM ARIES BUILDING SYSTEMS, LLC., THRU BUYBOARD TO BE USED BY THE PHARR POLICE DEPARTMENT BRIDGE UNIT (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the building was used during the Bridge Remodeling project and the City had already paid approximately $8,000 to $10,000 in rental fees. He further stated rental fees would go towards the purchase of the building and recommended approval.

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

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH DENALI WATER SOLUTIONS, LLC FOR SLUDGE MANAGEMENT SERVICES (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for a one-year extension at the same current pricing and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH L&R READY MIX, LLC FOR THE PURCHASE & DELIVERY OF CONCRETE MIX (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for a one-year extension at the same current pricing and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH PYRO SHOWS OF TEXAS FOR TWO (2) LIVE FIREWORKS DISPLAYS IN THE CITY OF PHARR FOR NEW YEAR'S DAY ON DECEMBER 31, 2020 (EVENTS CENTER)

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

Comm. Chavez **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, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 IN ACCORDANCE WITH THE TEXAS WATER CODE SECTION 15.005 AS PART OF THE TEXAS WATER DEVELOPMENT BOARD FLOOD INFRASTRUCTURE FUND (FIF) APPLICATION (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He explained the item was part of a previously discussed agenda item regarding the application to the Texas Water Development Board for the $5 Million dollars funds. He stated by increasing the water downstream, water would go into a water shed managed by Hidalgo County Drainage District No. 1 and recommended approval.

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

E) 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 ASSISTANCE FOR THE OWASSA RD. RIGHT-OF-WAY REIMBURSEMENT SUBMITTAL (ENGINEERING)

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

ITEM 12. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES

NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:25 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 13. RECONVENE

The time being 4:39 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON COUNTER OFFER FOR THE PROPERTY LEGALLY DESCRIBED AS LOT A1, GOLAZO, REPLAT OF LOTS "A", 7, AND 8 STEEL HORSE INDUSTRIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

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

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

ITEM 10. CONTRACTS/AGREEMENTS

E) 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 ASSISTANCE FOR THE OWASSA RD. RIGHT-OF-WAY REIMBURSEMENT SUBMITTAL (ENGINEERING)

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

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

ITEM 11. LEGAL

A) CONSIDERATION AND ACTION, IF ANY, ON INTERNATIONAL BANK OF COMMERCE'S (IBC) REQUEST FOR WAIVER OF PENALTIES AND INTEREST ON PROPERTY TAX ACCOUNTS (LEGAL)

Ed Wylie, Interim City Manager, introduced the item.

At this time, Mayor Hernandez called on Kelly Salazar and Paul Villarreal, Hidalgo County Tax Assessor, for clarification on this matter.

Mrs. Salazar stated Tax Code 33.011 shall grant a waiver of penalty and interest and the facts in this particular case did not fall within the mandatory language or the discretionary language.

Paul Villarreal, Hidalgo County Tax Assessor, stated he was in favor of what Mrs. Salazar stated and all proper procedures were handled correctly by his office.

Comm. Guajardo **moved** to deny item. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 14. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:43 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 19th DAY OF OCTOBER 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY**

CLERK, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: October 23, 2020
MEETING DATE: November 2, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Events Center

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action on request from CASA of Hidalgo County, Inc. for use of the Pharr Events Center parking lot on Sunday, December 13, 2020 to host a drive thru Christmas Experience with Santa event and waive rental fees.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: CASA of Hidalgo County has hosted their Annual Christmas Party for abused and neglected children in foster care for over 7 years at the Pharr Events Center. However, this year and due to COVID-19 pandemic, they will be hosting a drive thru Christmas Experience with Santa utilizing the Pharr Events Center parking lot from 12:00 noon to 2:00 pm.

CASA would be requesting that all vendors' craft and activities are to go or do not require contact with the families.

Financial Consideration: The City of Pharr will be waiving the non-profit rate of $2500.

Staff Recommendation: Staff recommends approval

Alternatives: Not to waive rental fees

ROUTING:

Hilda Pedraza	Created/Initiated - 10/23/2020
Patricia Rigney	Approved - 10/23/2020
Karla Saavedra	Approved - 10/27/2020
City Management Office	Final Approval - 10/30/2020

CASA of Hidalgo County Inc.

Ph: (956) 381-0346 Fax: (956) 381-9232

CASA
Court Appointed Special Advocates
FOR CHILDREN

Executive Committee

Rick Villarreal
Board Chair

Dr. Richard Gillette
Vice-Chair

Emilio Santos Jr.
Treasurer

Yvette Padilla
Secretary

Board Members
Sofia Ramon
Patricia Palacios-Love
Elias Longoria
Alexis Villarreal
Dr. Mona Parras
Lucia Thompson
Marissa Sandoval Rodríguez

Advisory Board Members
Letty Garza
Albert Lopez

Honorary Board Member
Alonzo Cantu

Executive Director
Veronica Whitacre

September 3, 2020

RECEIVED
AT _____ O'CLOCK AM/PM
SEP 4 2020
CITY MANAGER'S OFFICE
BY: _____

Ms. Hilda Pedraza
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Dear Ms. Pedraza,

I would like to thank you for taking the time to visit with me on Tuesday to discuss our Annual CASA Christmas Party for our County foster children.

CASA of Hidalgo County has hosted an Annual Christmas Party for abused and neglected children in foster care for over 7 years at the Pharr Convention Center. This year we know the party must be a little different due to COVID19.

Sun. December 13, 2020

The Christmas Party is always on a Sunday from 12:00PM to 3:00PM. We have about 25 vendors who host art activities, indoor games, indoor bounce houses, basketball stations, archery, and a special visit from Santa. We also provide a meal for the children and guardians. The children leave our event with Christmas bags full of gifts, crafts, and prizes. CASA has hosted nearly 300 children or more in the past few years.

This coming year we would like to host a drive thru Christmas Experience with Santa. The hours will be between 12:00PM to 2:00PM. We would still host all the vendors but will be requesting that all their crafts & activities are to go or do not require contact with the families.

The children look forward to this event, as it is planned specifically with them in mind! A few of the vendors that join us, and help us make this possible are CPS, Cemex, UTRGV Social Work and Education Departments, and both Pharr Fire and Police Departments, just to name a few. Together we make a difference and make this event as magical as possible!

CASA of Hidalgo County Board Members and Staff are asking to please consider allowing us to use the Convention Center Parking lot to insure that COVID19 does not ruin the yearly holiday joy this event brings all the foster children in Hidalgo County.

Best Regards,

Veronica Whitacre
CASA of Hidalgo County
Executive Director

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Proposals for Auction Services.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: The City is in need of auctioneer services. (Project #2021-01-510-S006-014)

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Veronica Gutierrez	Created/Initiated - 10/29/2020
Ignacio Amezcua	Approved - 10/29/2020
Patricia Rigney	Approved - 10/29/2020
Karla Saavedra	Approved - 10/30/2020
Anali Alanis	Approved - 10/30/2020
City Management Office	Final Approval - 10/30/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action on the purchase of Christmas Lights/Decorations through BUYBOARD from Arnett Marketing out of San Antonio, TX.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Project Number 2021-01-530-P003-001.
BUY BOARD CONTRACT #562-18

City wishes to purchase new Christmas Decorations to replace approximately 15+ years old dated ones.

In addition to the new skylines for the arches on Cage Bldv. and the new Chritmas Tree, new décor will also be for North Side and South Side Downtown parks.

Financial Consideration: Total amount would be $178,597.62

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 10/29/2020
Sergio Alanis	Approved - 10/30/2020
Veronica Gutierrez	Approved - 10/30/2020
Ignacio Amezcua	Approved - 10/30/2020

Karla Saavedra New -
City Management Office

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
10/12/2020	11844

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #563-18 Holiday Lighting & Decorations		
	TREE TOPPER FOR 50' TREE		
1	#SFTIOOER42-510DS ---42" Star Burst Tree Topper, Animated, (15) Tube Lights Chase, All Other Lights Steady Burn, COOL WHITE (Factory Recommends Cool White As A Contrast With The Warm White On Tree)	1,300.00	1,300.00
	SHIPPING CHARGES are not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $1,300.00

Signature Gari Cilli

10·22·20

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
10/8/2020	11839

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUY BOARD VENDOR Holiday Lighting & Decorations # 562-18		
	BALL ORNAMENT PACKAGE FOR 50" H TREE 640 Branches - Heavy Coverage - (5) Ornaments Per Branch 320 Branches - 1 - 10" Ball and 4 - 6" Balls 320 Branches - 1 - 8" Ball and 4 - 6" Balls Per Branch Plus 100 - 12" Balls Scattered Through Out Tree		
	Colors : Blue - Silver - Champagne - Turquoise		
50	12" Round Ball Ornament, Shiny Finish	43.45	2,172.50
50	12" Round Ball Ornaments, Matte Finish	45.19	2,259.50
160	10" Round Ball Ornaments, Shiny Finish	20.62	3,299.20
160	10" Round Ball Ornament, Matte Finish	23.25	3,720.00
160	8" Round Ball Ornament, Shiny	12.10	1,936.00
160	8" Round Ball Ornament, Matte	13.07	2,091.20
1,280	6" Round Ball Ornament, Shiny	5.56078	7,117.80
1,280	6" Round Ball Ornament, Matte	5.70	7,296.00
1	SHIPPING CHARGES NOT INCLUDED		0.00

Please Review, Approve by Signing and return by email.

Total $29,892.20

Signature

10-22-20

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
10/9/2020	11840

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 10-13-20 - Deleted Poinsettia Pole Mount Decor		
	BUY BOARD VENDOR #562-18 Holiday Lighting & Decorations		
1	9' Tall, Sitting Topiary Deer With Gold or Garland Antlers, NO LIGHTS, 100 lbs., Includes, Collar, Newspaper and Glasses (RETAIL $2,935.00)	2,384.69	2,384.69
1	#GMDEERJACKETSIT - RED JACKET for Sitting Deer (RETAIL $455.00)	369.69	369.69
1	9' Tall, Standing Topiary Deer, With Gold or Garland Antlers, NO LIGHTS ,100 lbs.Hands on Hips	2,384.69	2,384.69
1	#GMDEERSHIPHOH - RED JACKET for Standing Deer With Hands on Hips	369.69	369.69
1	SHIPPING CHARGES NOT INCLUDED		0.00

Please Review, Approve by Signing and return by email.

Total $5,508.76

Signature

10·22·20

Revised As per discussed

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
10/8/2020	11838

Name / Address
City of Pharr Mr. Felix Garza 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 10-12-20 - Deleted Santa BUY BOARD VENDOR Holiday Lighting & Decorations # 562-18		
1	10' High Toy Soldiers, Brightly Colored Fiberglass, Self Standing.RETAIL $3,998.00) ONE PAIR (2) TOY SOLDIERS SHIPPING CHARGES are not included PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.	3,998.00	3,998.00

PLEASE REVIEW

Total $3,998.00

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/8/2020	11764

Name / Address
City of Pharr Mr. Felix De La Garza 413 E. Clark Pharr, Texas 78577 felix.delagarza@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Mr. Felilx De La Garza 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4500

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations REVISED 9-9-2020		
4	1,000' Spool, C7 Sockets, 12" Spacing, #18 Gauge White Wire, SPT-1	194.00	776.00
3	1,000' Spool, C7 Sockets, 12" Spacing, #18 Gauge Green Wire, SPT-1	194.00	582.00
15	15" All In One Light Stake, Versatile Socket Holder Accommodates All Standard Styles of Mini Lights, C7 or C9 Bulbs, (500 ct.) TOTAL 7,500 STAKES	125.00	1,875.00
20	MALE 400 - 10 AMP Gilbert Male Plug, SPT-1, GREEN, Polarized Plug	0.69	13.80
20	FEMALE 400 -10 AMP Gilbert Female Plug, SPT-1,GREEN, Polarized Plug	0.69	13.80
20	MALE-500 - 10 AMP Gilbert Male Plug SPT-1 - WHITE, Polarized Plug	0.69	13.80
20	FEMALE-500 - 10 AMP Gilbert Female Plug SPT-1-WHITE, Polarized Plug	0.69	13.80

Please Review, Approve by Signing and return by email.	**Total**

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/8/2020	11764

Name / Address
City of Pharr Mr. Felix De La Garza 413 E. Clark Pharr, Texas 78577 felix.delagarza@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Mr. Felilx De La Garza 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4500

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
4,000	C7 COOL WHITE LED Bulbs, SMD (Surface Mounted Diodes for Brighter Light) Retro-Fit Faceted, Rated 50,000 Hours -	0.774	3,096.00
3,000	C7 MULTI-COLOR LED Bulbs, SMD (Surface Mounted Diodes for Brighter Light) Retro-Fit Faceted, Rated 50,000 Hours.	0.774	2,322.00
1	#0001040305 - Shingle Speed Tab, Designed to Mount C6 LED, C7 or C9 Lights Along All Shingled Roofs, Dual Legs for Secure Mount, Flip Tabs Allow Firmer Grip. Use with Flat Roof Adapter on Flat Surfaces, (500 ct.)	59.00	59.00
1	0102040304 - Flat Roof Adapter - Use with Shingle Speed Tab on Flat Surfaces. Clip Installs Permanently; Seasonally Mount Tab. Clip is Invisible From the Ground When Tabs Removed, (500 ct.)	94.50	94.50
	SHIPPING CHARGES are not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $8,859.70

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

Snow Machine

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/25/2020	11814

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov	City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

felix.delagarza@pharr-tx.gov
dolly.ybarra@pharr-tx.gov

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations REVISED 10-15-20 - Snow Machine in Stock Ready To Ship REVISED 10-01-2020		
1	T-1500 Max Evaporative Snow Machine 110 Volts - Commercial Grade, Heavy Duty, New Model, Blows Snow 45' to 50', Includes Outdoor Vinyl Weather Cover For The Electronics ** Note: The direction of the wind makes a difference of how far the snow will blow - SAY: If you have the snow machine facing north and there is a good wind blowing the snow may not blow 45' to 50' - The snow will blow the direction the wind is blowing)	3,450.00	3,450.00
2	FG-100 1 Gallon Premix Unsented Premix Evaporative Snow. DO NOT mix with water . Solution is ready to use. (One gallon snow liquid - snow setting is set at 60% and runs half hour should use (1) gallon)	54.00	108.00
1	HARDWIRE REMOTE WITH 30 FT. CORD. FOR USE WITH ALL MACHINES SHIPPING CHARGES ARE NOT INCLUDED	150.00	150.00

Please Review, Sign All Pages & Return by E-mail or Fax

Total $3,708.00

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/11/2020	11776

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Mr. Sergio Alanis 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
178526	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 10-9-20 BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations REVISED 9-14-2020 - REVISED 10-9-2020 MADE IN THE USA		
1	SKYLINES 9' High X 75' Wide Custom Angel Wings With Halo in Center, With LED Lights , Warm White and Cool White. Aluminum and Steel Structured Frame. RETAIL $24,060.00	15,866.10	15,866.10
5	OPTION-(2) Swag Skyline No Halo 82' X 6.5' Custom Swag Skyline, With Warm White and Cool White LED Lights, Steel Structured Frame. (RETAIL $8,295.00)	5,468.04	27,340.20
	SHIPPING CHARGES are not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

PEASE REVIEW & call to discuss

Total $43,206.30

01-5300-9925-001

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
10/16/2020	11859

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr Mr. Sergio Alanis 3000 Cage Blvd. Pharr, Texas 78577 956-566-0564

01-53000-9925-001

P.O. No.	Terms
178530	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations		
	MADE IN THE USA		
	DECORATIONS TO MATCH PURCHASE OF 2019		
3	5 1/2' X 6 1/2' Old Man Winter Silhouette, Pole Mount, C7 LED Lamps, 30 lbs.	730.86	2,192.58
3	P-473S, 2.75' X 4' Packages, Silhouette, C7 LED Lamps, Pole Mount	324.00	972.00
	SHIPPING CHARGES are not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $3,164.58

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/29/2020	11816

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUY BOARD VENDOR Holiday Lighting & Decorations # 562-18 REVISED 10-02-2020 NORTHSIDE DECORATIONS		
3	9' 3D Double Candy Cane, Red & White, with LED Warm White Mini Lights AVAILABLE IN WARM WHITE AND RED LIGHTS ONLY	2,066.40	6,199.20
	**Prices Do Not Include Tax, Shipping, Installation or Electrical Requirements PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $6,199.20

Signature

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
8/26/2020	11747

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Sarah Canizales 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations		
	MADE IN THE USA		
	PROGAMABLE COLOR CHANGING GIANT LIGHT BULBS		
5	73" GIANT Life Size Transparent Fiberglass Light Bulb, With Green Fiberglass Base and Light Engine. Illuminated by Bright RGB LED's, Can be Programmed for any Color Change, For Outdoor or Indoor Use.	1,559.00	7,795.00
1	Starter Pack/Kit for 1 to 3 Bulbs, Includes 24V DC 100W Power Supply With TL20 Adapter, Power Control Lead and Lumenplay Controller. With (2) 12 ft. TL38 Extension Cables	206.00	206.00
1	Expansion Pack for (2) Additional Bulbs	131.00	131.00
	SHIPPING CHARGES ARE not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $8,132.00

Signature

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zerscher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/10/2020	11773

Name / Address
City of Pharr Mr. Felix de la Garza 413 E. Clark Pharr, Texas 78577 felix.delagarza@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 10-8-20 - Adding New Prices For Stacked Package		
	BUYBOARD VENDOR #562-18 Holiday Lights & Decorations		
	MADE IN THE USA		
	REVISED 10-01-20		
1	4' High Letters, X 44.5' Long, Merry Christmas Sign Self Standing, Steel Structured Frame, With Red Glittered Mesh and LED Lights Color of your choice- Outlining Letters.	5,293.56	5,293.56
2	# 1 - NEW PACKAGE DISPLAY - 9' x 4' Stacked Gift Packages With Lighted Garland , 3-D Red, Blue and Gold Packages With White Ribbon	6,493.00	12,986.00
1	4' High Gloss Fiberglass Ball Ornament Stack (4) Balls per stack With Armature, RED, GREEN, GOLD, BLUE Balls priced out per ball stack. (RETAIL $9820.00 for 4'Ball Stack of 4)	3,999.00	3,999.00
	**Prices Do Not Include Tax, Shipping, Installation or Electrical Requirements		0.00

Please Review, Approve by Signing and return by email.

Total 22,278.56

Signature

Glittered Mesh

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zuchner Road San Antonio, TX 78209
210-826-9700 berry@arnettmarketing.net
arnettmarketing.com

City of Pharr
Prop. 11773

2.

Sample Package Display (as is)

sold.

$ 4,630.00

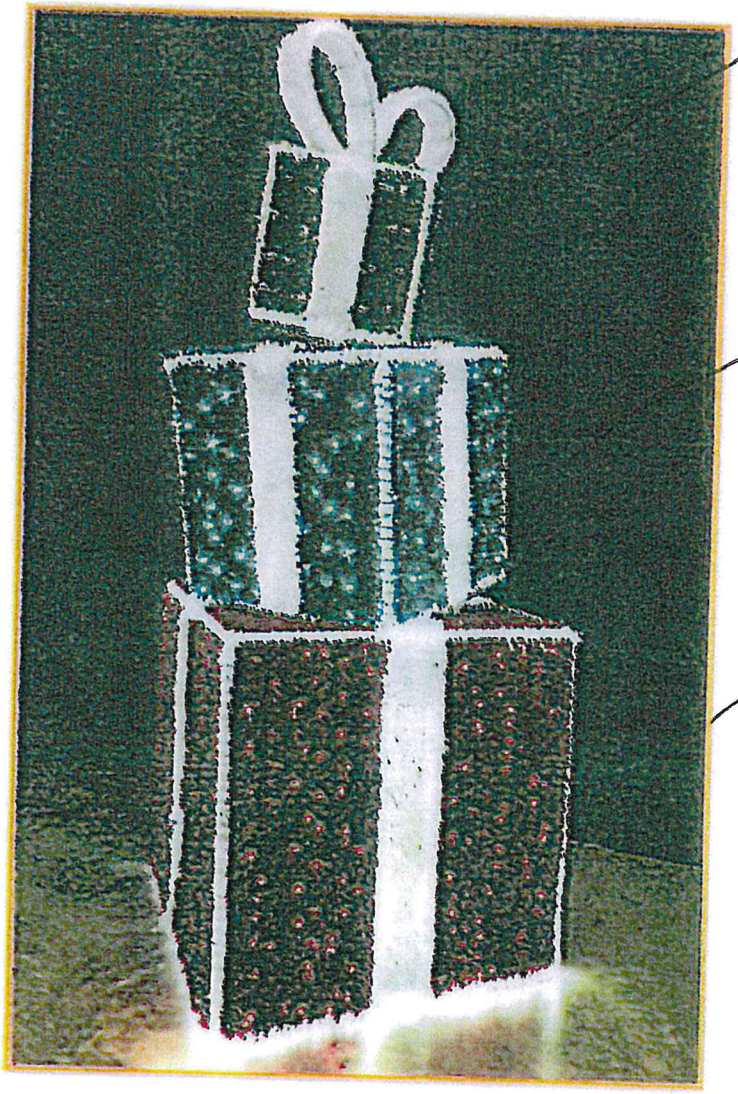
Close Out Sale – ONLY One Left

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

3D TILTED

GIFT BOXES

2



9 FT. X 4 FT.

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

84" ORNAMENTS

Available:

Individual 84" Ornament

4 – Ball Stack (shown)

10- Ball Stack

4' Size Quoted

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

REC'D
CC

OCT 13 2020
CITY OF PHARR
ADMINISTRATION
PHARR, TX

DATE	PROPOSAL #
10/7/2020	11835

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Felix Garza 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov	City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

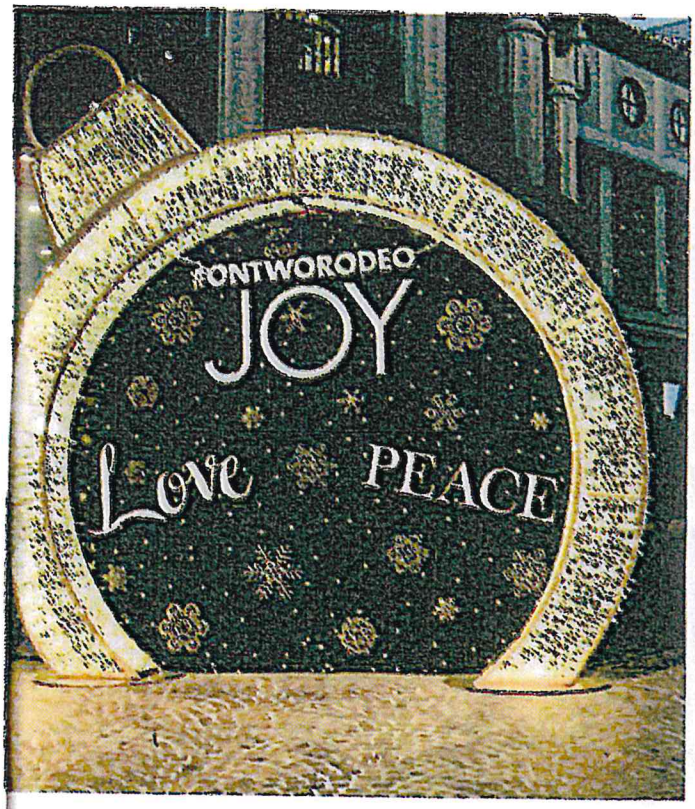
P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 10-12-20 - Deleted Petersburg tree and tree topper REVISED 10-13-20 - Changed 10' Snowflake to 6' H Snowflake		
	BUYBOARD VENDOR #563-18 Holiday Lighting & Decorations		
	REVISED COPY		
1	CD- 6' Waterloo Reindeer, COOL WHITE LED Mini Lights	2,720.25	2,720.25
1	CD- 10' High Package, COOL WHITE LED Mini Lights	5,440.50	5,440.50
	DEK- 6' H Regal Snowflake, COOL WHITE LED Mini Lights	3,324.55	3,324.55
	SHIPPING CHARGES are not included		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

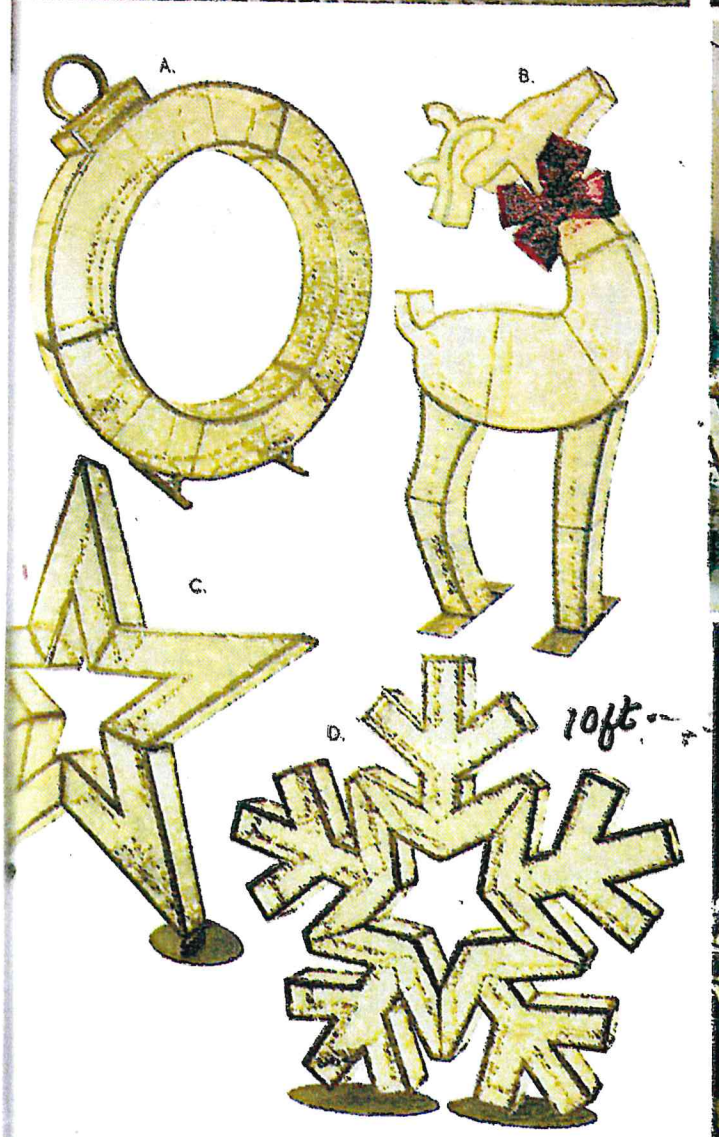
Please Review, Approve by Signing and return by email.

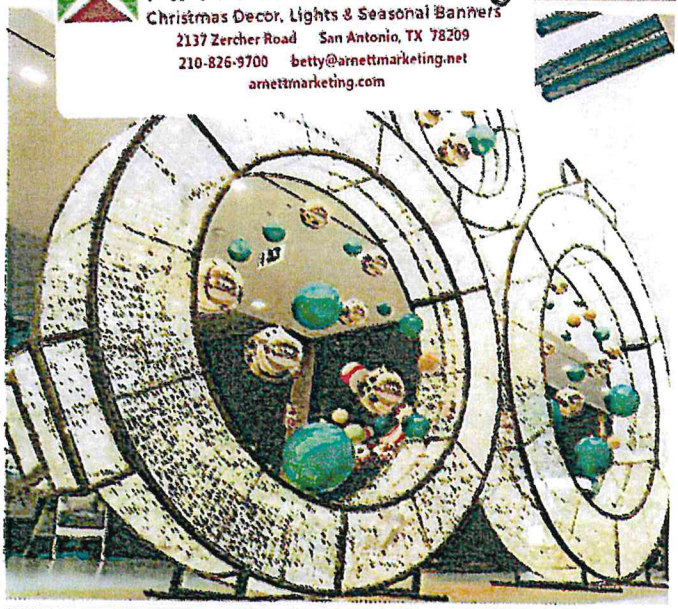
Total $11,485.30

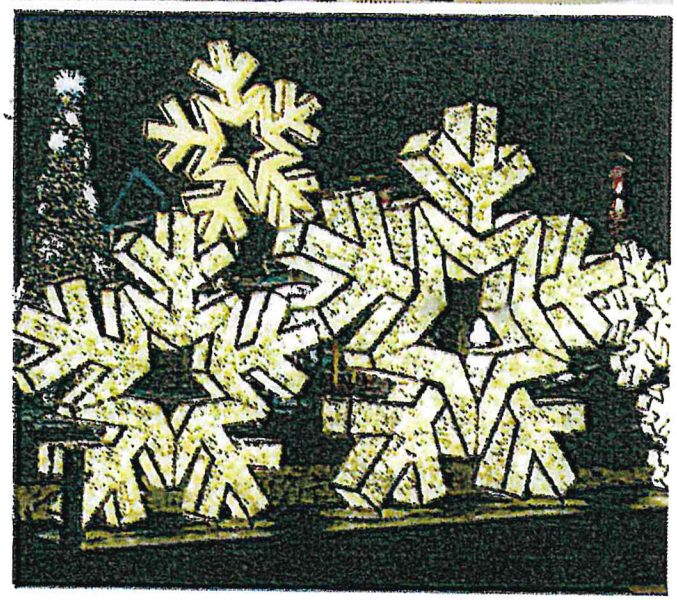
Signature

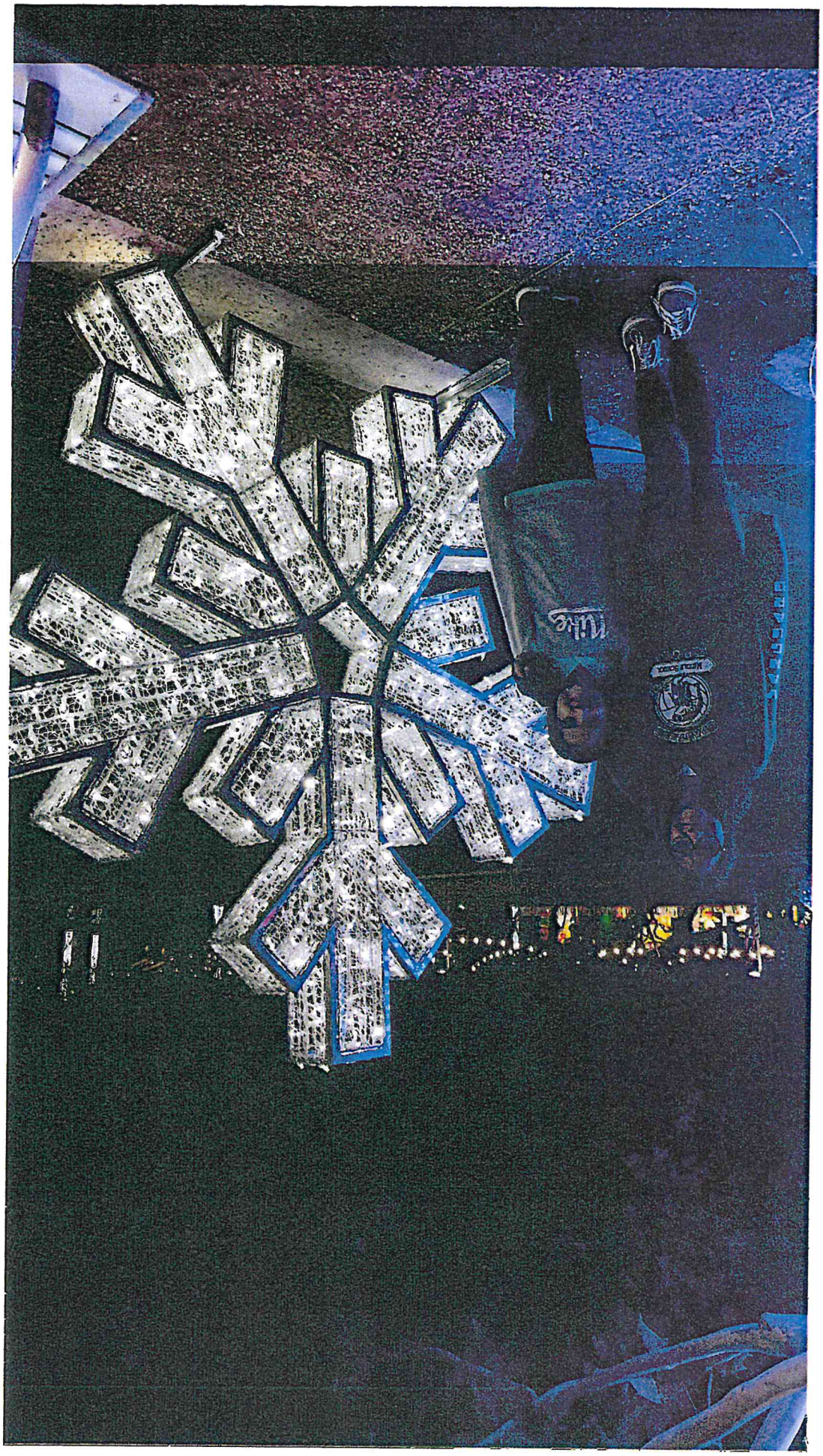

FORTWORODEO
JOY
Love
PEACE

Blue Lish
Cool White


A.
B.
C.
D.
10ft


Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com





ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/2/2020	11756

Name / Address
City of Pharr Mr. Felix de la Garza 413 E. Clark Pharr, Texas 78577 felixdelagarza@pharr-tx.gov

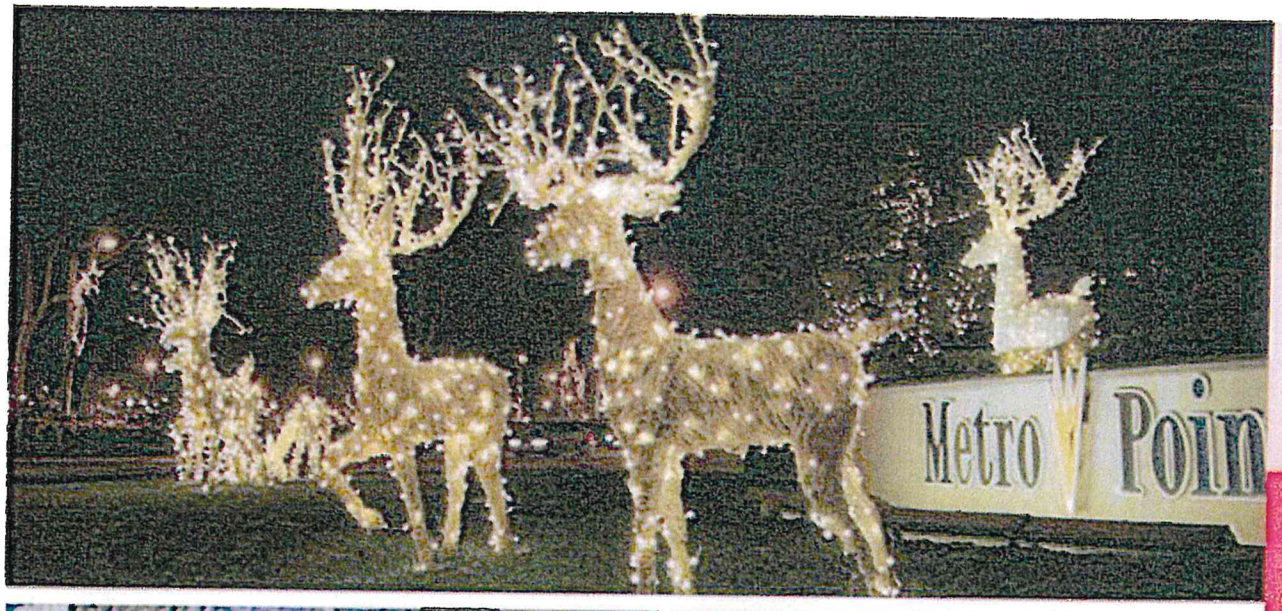
PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ibarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

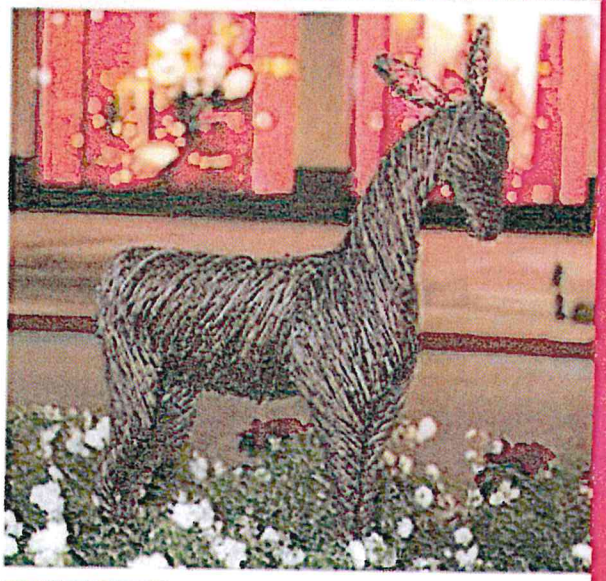
P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations		
	REVISED 10-01-2020		
	THE FOLLOWING WILL BE LISTED AS CUSTOM ON BUYBOARD		
1	50" X 90" White Grapevine Standing Buck, With COOL WHITE LED Mini-Lights, 600 Bulbs, 54 Lbs.	2,595.32	2,595.32
1	54" X 54" White Grapevine Doe, Standing, With COOL WHITE LED Mini-Lights, 500 Bulbs, 45 Lbs.	2,388.75	2,388.75
2	41" X 41" White Grapevine Fawn, With COOL WHITE LED Mini-Lights, 200 Bulbs, 35 Lbs.	889.69	1,779.38
1	16' High Walk Through Ornament, With 4200 LED Mini Lights, COOL WHTIE and every fith light is a Twinkle(Cool White) Light, With Rope Light on the Scrolls. Hardware Kit and Power Supply Included. (RETAIL $28,135.00) SHIPPING CHARGES are not included	19,680.00	19,680.00
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.	**Total**	$26,443.45

Signature


Metro Poin



ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/15/2020	11782

Name / Address
City of Pharr Mr. Felix de la Garza 413 E. Clark Pharr, Texas 78577 felixdelagarza@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Mr. Dolly Ybarra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4500

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations REVISED 10-01-2020		
	3-D DECOR		
	CARPENTER DECORATING CUSTOM ITEM		
1	8' Star, With SILVER Center Star, Aluminum Structured Frame, Powdered Coated, With all COOL WHITE LED Lights	3,083.00	3,083.00
	SHIPPING CHARGES are not included.		
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $3,083.00

Signature

866-826-9700 betty@arnettmarketing.net

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners

3D Decor

Bright lights decorate El Paso's San Jacinto Plaza for Christmas

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

REC'D
CC

PROPOSAL/CONTRACT

OCT 13 2020

CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS

DATE	PROPOSAL #
10/5/2020	11831

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr/PARKS DEPT. Ms. Dolly Ybarrra 1011 W. Kelly Ave. Pharr, Texas 78577 956-402-4550

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decorations		
1	#36000 - 6' Santa with Toys, Fiberglass, Fade Resistant Top Coat, Floor Ground Mounting Plates, Shipping Weight W/ Crate 148 lbs. Retail $1,299.00 Sales Price $999.00 Arnett Marketing Price $958.80	958.80	958.80
	SHIPPING CHARGES	379.77	379.77
	PROOF OF RESPONSIBILITY-Please review carefully to be sure your order is correct. I HAVE REVIEWED THIS QUOTE AND APPROVE AS SHOWN.		

Please Review, Approve by Signing and return by email.

Total $1,338.57

Signature

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: October 30, 2020
MEETING DATE: November 2, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action on Resolution of the Board of Commissioners of the City of Pharr, Texas Ratifying and Approving (I) the Resolution of the Pharr Economic Development Corporation II Approving the Entering into a Loan Agreement, Promissory Note, New and Amended Sales Tax Pledge Agreement with Lone Start National Bank; (II) A Sales Tax Remittance Agreement; and (III) the Authority of the Mayor to Execute a General Certificate of the City, and Sales Tax Remittance Agreement to Support Economic Development Projects.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: Line of Credit up to $5,000,000 was approved for renewal by PEDC on July, 20th 2020.

The purpose of this Line of Credit is to provide PEDC with a source of funds to distribute economic incentives to potential developers and small business loans for economic expansion projects.

Bank is requiring approval of City as well as PEDC.

Financial Consideration: Balance as of today is $1.722 million

Budgeted Debt Service for FY 2020-2021 is $401,100 thousand.

Staff Recommendation: To approve renewal.

Alternatives:

ROUTING:

Karla Saavedra	Created/Initiated - 10/30/2020
Patricia Rigney	Approved - 10/30/2020
City Management Office	New -

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.
PHARR ECONOMIC DEVELOPMENT CORPORATION II 118 S CAGE BLVD 2ND FLOOR PHARR TX 78577	LONE STAR NATIONAL BANK 5537 N MCCOLL RD MCALLEN, TX 78504

Loan Number	257250
Date	SEPTEMBER 11, 2019
Maturity Date	SEPTEMBER 11, 2020
Loan Amount	5,000,000.00
Renewal Of	257250

DISBURSEMENT AUTHORIZATION

I hereby authorize and request the following disbursement from the loan referenced above.

Amount given to me directly .....

Amount paid on my account #

AMOUNTS PAID TO OTHERS ON MY BEHALF:

Insurance Companies .....

Public Officials .....

DRAWS AS REQUESTED

Comments:

*(C): Denotes Fee Paid In Cash

X

AMBROSIO HERNANDEZ, PRESIDENT

X

X

X

DISB JHA 07/02

PHARR ECONOMIC DEVELOPMENT CORPORATION II 118 S CAGE BLVD 2ND FLOOR PHARR TX 78577 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	LONE STAR NATIONAL BANK 5537 N MCCOLL RD MCALLEN, TX 78504 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Line of Credit No. 257250 Date SEPTEMBER 11, 2019 Max. Credit Amt. 5,000,000.00 Loan Ref. No. 257250

You have extended to me a line of credit in the **AMOUNT** of Five million & no/100 $ 5,000,000.00.

You will make loans to me from time to time until 5:00 p m. on SEPTEMBER 11, 2020. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:

☒ OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
a. I have borrowed the maximum amount available to me;
b. This line of credit has expired;
c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
e. _____

☐ DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed _____ $ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

☒ OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.

☐ CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 09/11/19, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:
DRAWS AS REQUESTED

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

☒ security agreement dated SEPTEMBER 11, 2019 ☒ UCC dated SEPTEMBER 11, 2019
☐ mortgage dated _____ ☐ _____
☐ guaranty dated _____ ☐ _____

4. REMEDIES: If I am in default on the note(s) you may:
a. take any action as provided in the related documents;
b. without notice to me, terminate this line of credit.
By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
a. maintain books and records of my operations relating to the need for this line of credit;
b. permit you or any of your representatives to inspect and/or copy these records;
c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
e. _____

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

Sonia Falcon

Title Senior Vice President

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

AMBROSIO HERNANDEZ, PRESIDENT

© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM LCA 5/2/91

PHARR ECONOMIC DEVELOPMENT CORPORATION II 118 S CAGE BLVD 2ND FLOOR PHARR TX 78577 **BORROWER'S NAME AND ADDRESS** Includes each borrower above, jointly and severally.	LONE STAR NATIONAL BANK 5537 N MCCOLL RD MCALLEN, TX 78504 **LENDER'S NAME AND ADDRESS** Includes the lender, its successors and assigns.	Loan File Number 257250 Date SEPTEMBER 11, 2019 Loan Amount $5,000,000.00 Maturity Date SEPTEMBER 11, 2020 Renewal Of 257250

DISCLAIMER OF ORAL AGREEMENTS

The Borrower, any other obligor, and Lender, hereinafter the Parties, have entered into a transaction generally described as Promissory Note #257250 Dated 09/11/19 In The Amount Of $5,000,000.00 . In conjunction with this transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, mortgages, deeds of trust or other documents. It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the documents so executed for this transaction.

The Parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as amended and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of the various documents executed in conjunction with this transaction.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower AMBROSIO HERNANDEZ, PRESIDENT

Borrower

LONE STAR NATIONAL BANK

Lender Sonia Falcon
Senior Vice President

© Bankers Systems, Inc., 1983 St. Cloud, MN 9/22/98 Form DOA-TX

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PHARR ECONOMIC DEVELOPMENT CORPORAT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemptions from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
118 S CAGE BLVD 2ND FLOOR

Requester's name and address (optional).
LONE STAR NATIONAL BANK
5537 N MCCOLL RD
MCALLEN, TX 78504

6 City, state, and ZIP code
PHARR TX 78577

7 List account number(s) here (optional)
257250

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
27-1647528

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest, 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. *See What is FATCA reporting?* on page 2 for further information.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commowealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7-A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9-An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

12-A middleman known in the investment community as a nominee or custodian

13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 5 [2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II APPROVING THE ENTERING INTO A LOAN AGREEMENT, PROMISSORY NOTE, NEW AND AMENDED SALES TAX PLEDGE AGREEMENT WITH LONE STAR NATIONAL BANK; (II) A SALES TAX REMITTANCE AGREEMENT; AND (III) THE AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS

WHEREAS, the CITY OF PHARR, TEXAS (the "*City*") has duly created and organized PHARR ECONOMIC DEVELOPMENT CORPORATION II (the "*Corporation*") pursuant to Chapter 505, Local Government Code, as amended, formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended; and

WHEREAS, in order to obtain and secure a revolving line of credit loan for working capital purposes, in the original principal amount of Five Million and No/100 Dollars ($5,000,000.00) (the "*Original LOC*") from LONE STAR NATIONAL BANK, as lender (the "Bank"), the Corporation previously entered into a Loan Agreement dated as of June 20, 2016 (the "*Original Loan Agreement*"), a Promissory Note dated June 20, 2016 (the "*Original Note*") and Sales Tax Pledge Agreement (the "*Original Pledge Agreement*") dated June 20, 2016 with the Bank wherein the Corporation pledged its one-half (½) of one (1) cent (½¢) economic development sales and uses tax (the "*Sales Tax*") to the Bank pursuant to said Original Sales Tax Pledge Agreement (the "*Corporation Pledge*") to secure the Original Note under the obligations of the Original Loan Agreement; and

WHEREAS, in connection with the Original Loan Agreement, Corporation issued a promissory note in the original principal amount of $5,000,000.00 payable to Bank (the "*Original Note*"); and

WHEREAS, in order to support economic development projects and to provide for the delivery of the Sales Tax from the City to the Corporation, the City and the Corporation entered into a Sales Tax Remittance Agreement dated effective as of June 20, 2016 (the "*Original Remittance Agreement*"), pursuant to which the Corporation is the beneficiary of the Sales Tax collected and held by the City; and

WHEREAS, pursuant to the Original Remittance Agreement, the City agreed, in cooperation with Corporation, to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS the Corporation previously renewed, extended, and amended the Original LOC and issued Amended and Restated Sales Tax Revenue Note, Series 2018 (the "*Series 2018 Note*"); and

WHEREAS, additionally Corporation has proposed to renew the Series 2018 Note and to enter into a new revolving line of credit loan with the Bank in the original principal amount of $5,000,000 (the "*New LOC*") pursuant to the terms and conditions of a Loan Agreement Renewal and Extension authorized hereby (the "*Loan Agreement*"), to be evidenced by a new promissory note (the "*Note*") authorized hereby, and secured by a Renewed and Amended Sales Tax Pledge Agreement with Bank (the "*Pledge Agreement*") authorized hereby, pursuant to which Corporation will renew, extend, and amend the pledge of the Sales Tax to secure the Note and obligations of the Corporation under the Loan Agreement and the Pledge Agreement; and

WHEREAS, additionally Corporation has proposed to renew and extend and enter into a new Sales Tax Remittance Agreement (the "*Remittance Agreement*") with the City, pursuant to which City will renew and extend its agreement to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS, the proposed forms of the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement have been presented to this meeting; and

WHEREAS, Corporation additionally has outstanding and due and owing to the Bank another promissory note, dated as of December 5, 2016, in the original principal amount of $9,898,005.90 (the "*December 2016 Note*"), also secured by a first and prior parity lien of and pledge of the Corporation's Sales Tax revenue, and issued pursuant to a Loan Agreement dated as of December 20, 2016 (the "*December 2016 Loan Agreement*"), and each of which the Corporation and the Bank, contemporaneously herewith, are renewing, extending and amending in amended and restated form, pursuant to which Borrower will renew, amend and restate the pledge of the Sales Tax to secure the amendment and restatement of the December 2016 Note and the Corporation's obligations under the December 2016 Loan Agreement and the December 2016 Pledge Agreement; and

WHEREAS, the Board of Commissioners of the City is required to approve the resolution (the "Resolution") of the Corporation providing (I) for the execution and delivery of the Loan Agreement, the Note, and the Pledge Agreement, all dated as of September 11, 2019; (II) for the execution and delivery of the Remittance Agreement dated September 11, 2019; (III) the authority of the Mayor of the City to execute, on behalf of the City, a General Certificate of the City and the Sales Tax Remittance Agreement to support economic development projects.

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

Section 1. *Approval of the Corporation's Resolution and the Note.* The Resolution authorizing and approving the Corporation (i) entering into the Loan Agreement dated September

11, 2019 with the Bank, (ii) issuing the Note dated September 11, 2019 in the original principal amount of Five Million and No/100 Dollars ($5,000,000.00) and made payable to the Bank from and secured by the Pledge Agreement with the Bank, also dated September 11, 2019, and submitted to the Board of Commissioners this day, is hereby approved in all respects. The loan is being obtained to support economic development projects in the City.

Section 2. *Approval of the Corporation's Resolution and the Remittance Agreement.* The Resolution approving the Corporation and the City entering into a Remittance Agreement dated September 11, 2019 and submitted to the City Commission this day, is hereby approved in all respects.

Section 3. *Execution of Documents.* Resolved further, that AMBROSIO HERNANDEZ, as Mayor of the City, and HILDA PEDRAZA, as City Clerk of the City, are each authorized to execute the General Certificate of the City, the Remittance Agreement and all instruments, certificates, and/or documents necessary, advisable, or appropriate to carry out the intent and purposes of this resolution to support economic development projects in the City.

Section 4. *Incorporation of Preamble.* The recitals in the preamble of this Resolution are true, correct and complete and each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth herein in full.

Section 5. *Limited Obligations.* The Note and the interest thereon shall be special limited obligations of the Corporation payable solely from the Sales Tax revenues, funds and assets pledged under the Loan Agreement and the Pledge Agreement to secure payment of the Note and under no circumstances shall the Note be payable from any other revenues, funds, assets income, or taxes of the City of Pharr, Texas.

Section 6. *Ratification of Certain Prior Actions.* All prior actions taken for or on behalf of the Corporation in connection with the Note are hereby ratified, continued and approved.

Section 7. *Obligations of Issuer Only.* The Note shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas, Hidalgo County, the City of Pharr, or any other political subdivision or governmental unit.

Section 8. *Effective Date.* That this Resolution shall take effect immediately.

SIGNATURES TO FOLLOW

[*The remainder of this page intentionally left blank.*]

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS this _____ ___, 2019.

CITY OF PHARR:

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

RESOLUTION OF THE BOARD OF DIRECTORS OF PHARR ECONOMIC DEVELOPMENT CORPORATION II AUTHORIZING ISSUANCE OF A SALES TAX REVENUE NOTE; APPROVING THE FORM AND SUBSTANCE AND AUTHORING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, the CITY OF PHARR, TEXAS (the "*City*") has duly created and organized PHARR ECONOMIC DEVELOPMENT CORPORATION II (the "*Corporation*") pursuant to Chapter 505, Local Government Code, as amended, formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended; and

WHEREAS, the Corporation, as Borrower (the "*Borrower*"), has heretofore entered into a Loan Agreement dated as of June 20, 2016 (the "*Original Loan Agreement*"), with LONE STAR NATIONAL BANK, as lender (the "Bank") pursuant to which the Bank issued a revolving line of credit loan to the Borrower in the original principal amount of $5,000,000.00 for working capital purposes (the "*Original LOC*");

WHEREAS, in connection with the Original Loan Agreement, Borrower issued a promissory note in the original principal amount of $5,000,000.00 payable to Bank (the "*Original Note*");

WHEREAS, pursuant to a Sales Tax Remittance Agreement dated effective as of June 20, 2016 and entered into by and between the City of Pharr, Texas (the "*City*") and Borrower (the "*Original Remittance Agreement*"), Borrower is the beneficiary of a one-half (½) of one (1) cent (½¢) economic development sales and uses tax (the "*Sales Tax*") held by the City;

WHEREAS, pursuant to the Original Remittance Agreement, the City agreed, in cooperation with Borrower, to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Borrower in a designated account;

WHEREAS, Borrower additionally previously entered into a Sales Tax Pledge Agreement with Bank (the "*Original Pledge Agreement*"), pursuant to which Borrower did pledge the Sales Tax to secure the repayment of the Original Note and its obligations under the Loan Agreement;

WHEREAS, Borrower previously renewed, extended, and amended the Original LOC and issued Amended and Restated Sales Tax Revenue Note, Series 2018 (the "*Series 2018 Note*");

WHEREAS, Borrower additionally hereby proposes to renew the Series 2018 Note and to enter into a new revolving line of credit loan with the Bank in the original principal amount of $5,000,000 (the "*New LOC*") pursuant to the terms and conditions of a Loan Agreement Renewal and Extension authorized hereby (the "*Loan Agreement*"), to be evidenced by a new promissory note (the "*Note*") authorized hereby, and secured by a Renewed and Amended Sales Tax Pledge Agreement with Bank (the "*Pledge Agreement*") authorized hereby, pursuant to which Borrower will

renew and extend the pledge of the Sales Tax to secure repayment of the Note and its obligations under the Loan Agreement;

WHEREAS, Borrower additionally hereby proposes to renew and extend and enter into a new Sales Tax Remittance Agreement (the "*Remittance Agreement*") with the City, pursuant to which City will renew and extend its agreement to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Borrower in a designated account;

WHEREAS, the proposed forms of the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement have been presented to this meeting;

WHEREAS, the City has consented to Borrower's issuance of the Note, to Borrower's pledge of the Sales Tax to secure repayment the Note under the Pledge Agreement, and to Borrower's obligations under the Loan Agreement;

WHEREAS, Borrower additionally has outstanding and due and owing to the Bank another promissory note, dated as of December 5, 2016, in the original principal amount of $9,898,005.90 (the "*December 2016 Note*"), also secured by a first and prior parity lien on and pledge of the Borrower's Sales Tax revenue, and issued pursuant to a Loan Agreement dated as of December 20, 2016 (the "*December 2016 Loan Agreement*") and secured by the provisions of a Sales Tax Pledge Agreement dated as of December 20, 2016 (the "*December 2016 Pledge Agreement*"), and each of which the Borrower and the Bank, contemporaneously herewith, are renewing, extending and amending in amended and restated form, pursuant to which Borrower will renew, amend and restate the pledge of the Sales Tax to secure the amendment and restatement of the December 2016 Note and the Corporation's obligations under the December 2016 Loan Agreement and the December 2016 Pledge Agreement;

WHEREAS, Section 3.12 of the December 2016 Loan Agreement Borrower additionally provides, among other things, that the Borrower shall not incur additional debt secured solely by sales tax revenues unless the Borrower can show Global Debt Service Coverage from its historical sales tax collections for the twelve (12) months preceding the date the new debt is incurred, of at least 1.25 to 1.0. (being payments of both principal and interest), and that the Borrower must notify the Bank, as the Lender therein, in writing of their intentions to issue new debt and the Borrower agrees to give the Bank the option to finance any additional debt so long as the terms are agreed to by both the Borrower and the Bank;

WHEREAS, the Borrower has in fact provided to the Bank written notice of the Borrower's intention to issue the Note in order to renew, extend and amend the Original LOC, and has provided the Bank with evidence satisfactory to the Bank that the Note can be issued and the Borrower can incur the Note as additional debt secured solely by sales tax revenues which evidence has shown that Global Debt Service Coverage from its historical sales tax collections for the twelve (12) months preceding the date of the Note is incurred, of at least 1.25 to 1.0. (being payments of both principal and interest).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PHARR ECONOMIC DEVELOPMENT CORPORATION II AS FOLLOWS:

Section 1. *Authorization and Approval of the Note.* The Board of Directors of the Borrower (the "*Board of Directors*") finds it necessary to renew the Series 2018 Note with a new line of credit to be evidenced by a certain Promissory Note (the "Note"), and hereby authorizes and approves the Note to be issued by the Borrower as a renewal of the Series 2018 Note for the purpose of extending the maturity date thereof to September 11, 2020.

Section 2. *Approval, Execution and Delivery of the Loan Documents.* In addition to the Note, the Board of Directors agrees to enter into the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement as a renewal of the Series 2018 Note in substantially the forms presented, along with any additional documents required by the Bank. The Note shall be in an original principal amount not to exceed $5,000,000.00 and at an interest rate agreed upon by the Bank and the Borrower on the date of execution of the Note.

Section 3. *Execution of the Loan Documents.* That any one or more of the Authorized Officers of the Borrower listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Bank the Loan Agreement (including all attachments and exhibits thereto), the Note, the Remittance Agreement, and the Pledge Agreement, and the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement shall be in substantially the forms presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other related agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 4. *Designation of Authorized Officers.* That for the purpose of this resolution, the following persons, or the persons holding the following positions, are "Authorized Officers" duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Borrower:

[The remainder of this page intentionally left blank.]

Title	Name	Signature
President	Ambrosio Hernandez, M.D.	
Vice President	Mario Lizcano	
Secretary	Reynaldo Perez	
Treasurer	Eleazar Guajardo	
Executive Director	Victor Perez	

Section 5. *Execution and Delivery by Authorized Officers.* That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto, the Note, the Remittance Agreement, and the Pledge Agreement, each in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 6. *Incorporation of Preamble.* The recitals in the preamble of this Resolution are true, correct and complete and each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth herein in full.

Section 7. *Limited Obligations.* The Note and the interest thereon shall be special limited obligations of the Issuer payable solely from the sales tax revenues, funds and assets pledged under the Loan Agreement and the Pledge Agreement to secure payment of the Note and under no circumstances shall the Note be payable from any other revenues, funds, assets income, or taxes of the City of Pharr, Texas.

Section 8. *Ratification of Certain Prior Actions.* All prior actions taken for or on behalf of the Issuer in connection with the Note are hereby ratified, continued and approved.

Section 9. *Obligations of Issuer Only.* The Note shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of

America or any agency or instrumentality thereof, the State of Texas, Hidalgo County, the City of Pharr, or any other political subdivision or governmental unit.

Section 10. *Effective Date*. That this Resolution shall take effect immediately.

SIGNATURES TO FOLLOW

[*The remainder of this page intentionally left blank.*]

PASSED AND ADOPTED this July 15, 2019.

PHARR ECONOMIC DEVELOPMENT CORPORATION II

By: _____
Name: Ambrosio Hernandez
Title: President

ATTEST:

By: _____
Name: Reynaldo Perez
Title: Secretary

SALES TAX REMITTANCE AGREEMENT

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified from time to time, this "*Remittance Agreement*") is made to be effective as of September 11, 2019, by and between the **CITY OF PHARR, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the "*City*") and the **PHARR ECONOMIC DEVELOPMENT CORPORATION II**, a Type B nonprofit economic development corporation duly established and created by the City pursuant to Chapter 505, Texas Local Government Code, as amended (formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "*Corporation*").

RECITALS

WHEREAS, the Corporation was created by the City pursuant to authority granted by Article 5190.6, Vernon's Texas Revised Civil Statutes, as amended (the "*Act*", now codified as Chapters 501, 502, and 504, Texas Local Government Code), specifically with the Corporation to possess the powers granted by Section 4B of the Act; and

WHEREAS, on November 4, 2008, the citizens of the City voting at an election on said date approved the levy of a one-half of one percent sales and use tax upon the receipts at retail of taxable items, pursuant to Chapter 505 (the "*Type B Economic Development Sales Tax*"); and

WHEREAS, under the Act and the provisions of the Texas Tax Code, disbursements of sales and use taxes are made to cities, such as the City, by the Comptroller of Public Accounts of Texas (the "*Comptroller*"); and

WHEREAS, under authority of the Act, the Corporation has heretofore issued its taxable promissory note dated as of December 5, 2016 (the "*Original Note*") payable to Lone Star National Bank, as Lender (the "*Bank*"), for the purpose of financing and/or refinancing eligible projects under the Act, particularly Section 4B thereof (now referred to as "*Chapter 505*"), pursuant to a certain Loan Agreement dated as of December 5, 2016 (the "*Original Loan Agreement*"), and did provide for the payment of, and security for, said Original Note with the pledge of a first lien on the Type B Economic Development Sales Tax collected by the City for the benefit of the Corporation under authority of Chapter 505 pursuant to a certain Sales Tax Pledge Agreement dated as of December 5, 2016 (the "*Original Pledge Agreement*"); and

WHEREAS, under authority of the Act, it is the intent of the Corporation to issue a new taxable note for the purpose of renewing, amending and replacing the Original Note (the "*Amended and Restated Note*") and for the further purpose of financing and/or refinancing eligible projects under the Act and, particularly Section 4B thereof (now codified at Chapter 505, and to secure said note with the Type B Economic Development Sales Tax collected by the City under authority of Chapter 505; and

WHEREAS, the parties hereto find it necessary and advisable to enter into this Agreement to evidence the duties and responsibilities of the respective parties with respect to the collection, remittance and transfer of such sales and use tax revenues; and

WHEREAS, such financing contemplates the issuance of the Corporation's taxable Amended and Restated Note in a principal amount not to exceed the outstanding principal balance of the original principal amount of $9,898,005.90, pursuant to an Amended and Restated Loan Agreement of even date herewith (the "*Amended and Restated Loan Agreement*") between the Corporation and the Bank, with the proceeds thereof to be used by the Corporation to refinance the Original Note and related closing costs;

WHEREAS, to secure the obligations of the Corporation under the Amended and Restated Note and the Amended and Restated Loan Agreement, the Corporation will pledge its one-half of one cent (½¢) economic development sales and use tax (the "*Sales Tax*") to Lender pursuant to an amended and Restated Sales Tax Pledge Agreement dated of even date herewith (as amended, restated, supplemented and/or otherwise modified from time to time, the "*Amended and Restated Pledge Agreement*"); and

WHEREAS, the Corporation is the beneficiary of the Sales Tax held by the City; and

WHEREAS, in furtherance of the issuance of the Amended and Restated Note, the Corporation and the City desire to renew, amend, and restate the Sales Tax Remittance Agreement Note with this Remittance Agreement pursuant to which the City will renew and extend its agreement to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Borrower in a designated account..

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by each of the City and Corporation, the City and Corporation hereby agree as follows:

AGREEMENT

1. Financing. For and in consideration of the City's covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into an Amended and Restated Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified from time to time, (the "*Loan Agreement*") with Lender, and to execute a taxable amended and restated promissory note payable to the Lender thereunder in a principal amount not to exceed the currently outstanding unpaid principal balance of the original principal amount of $9,898,005.90 (as same may be renewed, extended, amended, restated, replaced and/or modified from time to time, the "*Note*"), and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of refinancing the Original Note and to pay all costs related thereto.

2. Receipt and Transfer of Proceeds of Sales Tax. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the Sales Tax received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. Prior Note/Prior Pledge Acknowledgement. The City and Corporation hereby acknowledge and agree that the Sales Tax also secures, *pari passu*, that certain promissory note dated as of September 11, 2019 between the Corporation and Lender in the original amount of $5,000,000.00 pursuant to (i) a Sales Tax Remittance Agreement dated as of September 11, 2019,

(ii) a Sales Tax Pledge Agreement dated as of September 11, 2019 and (iii) related documents executed in connection therewith.

4. Modifications. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

5. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

6. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same. agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

9. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

10. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

[*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

PHARR ECONOMIC DEVELOPMENT CORPORATION II

By: _____
Name: Ambrosio Hernandez
Title: President

ATTEST:

By: _____
Name: Reynaldo Perez
Title: Secretary

CITY OF PHARR, TEXAS

Mayor
Ambrosio Hernandez

ATTEST:

City Clerk
Hilda Pedraza

GENERAL CERTIFICATE OF THE CORPORATION

On this 15th day of July, 2019, we, the undersigned duly appointed, qualified and acting authorized officers of the Board of Directors of the Pharr Economic Development Corporation II (the "Corporation"), hereby certify with respect to that certain sales tax revenue Amended and Restated Note, dated as of September 11, 2019 (the "Note"), that certain Amended and Restated Loan Agreement dated as of September 11, 2019 (the "Loan Agreement"), and that certain Amended and Restated Sales Tax Pledge Agreement, dated as of September 11, 2019 (the "Pledge Agreement"), each, between the Corporation as borrower and Lone Star National Bank, Pharr, Texas as lender (the "Lender"), and that certain Amended and Restated Sales Tax Remittance Agreement by and between the Corporation and the City (the "Remittance Agreement" and together with all other documents executed in connection herewith (the "Amended and Restated Loan Documents"), as follows:

1. That the Corporation is a Type B nonprofit economic development corporation, validly created by the City of Pharr, Texas (the "City"), pursuant to Chapters 501, 502, and 505, the Texas Local Government Code, is duly organized, validly exiting and in good standing under the laws and the Constitution of the State of Texas, and is a governmental agency, constituted authority, and an instrumentality of the City.

2. Attached hereto as Exhibit A and Exhibit B, respectively, are (i) a true, correct, and complete copy of the Articles of Incorporation and any amendments thereto, filed with the Secretary of State of Texas, as certified by the Secretary of the State of Texas, and (ii) a true, correct, and complete copy of the Bylaws of the Corporation. The Corporation's Articles of Incorporation and Bylaws have not been amended, repealed, changed, or altered since the date of the certification by the Secretary of the State of Texas.

3. Attached hereto as Exhibit C and Exhibit D, respectively, is a true, correct, and complete copy of a Certificate of Continued Existence from the Secretary of State of Texas and a true, correct, and complete copy of a Certificate of Good Standing from the Comptroller of Public Accounts of the State of Texas.

4. That as of the date of the approval of the Note and the Amended and Restated Loan Documents by the Corporation, the following named persons constitute the members of the Board of Directors of the Corporation:

NAME	TITLE
Dr. Ambrosio "Amos" Hernandez	President
Mario Lizcano	Vice President
Reynaldo Perez	Secretary
Eleazar Guajardo	Treasurer
Ramiro Caballero, M.D.	Board Member
Ricardo Medina	Board Member
Jerry Muñoz	Board Member

5. The Board of Directors of the Corporation duly adopted by a majority vote the Resolution regarding the issuance of the Note (the "Resolution") authorizing and approving the entering into the Amended and Restated Loan Documents, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof.

6. The Note as executed and delivered or authorized by the Corporation, is in substantially the same form and text as a copy of such Note which was before and was approved or ratified by the Board of Directors of the Corporation, and which officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation.

7. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Note.

8. No litigation is pending or, to the best of our knowledge, threatened against the Corporation with respect to the issuance of the Note, or the title or authority of the officers and directors of the Corporation.

9. Due notice of all meetings relating to the sale, issuance, and delivery of the Note has been given to the directors of the Corporation in accordance with the Corporation's Bylaws and State law.

10. None of the Sales Tax Revenues have been pledged or encumbered to the payment of any debt or obligation of the Corporation other than the line of credit Renewed and Extended Note, which contemporaneously herewith are being approved in renewed and extended for of a promissory note and loan agreement, each, dated as of June 20, 2016. Attached hereto as Exhibit E is a schedule showing the Corporation's Historical Sales Tax Collections for the immediate 12-Month Period Ended August 31, 2019. Attached hereto as Exhibit F is a debt service schedule of the Note and all outstanding indebtedness of the Corporation payable from and secured by a first and superior lien on and pledge of the Corporation's sales tax collections.

11. The Resolution and other Amended and Restated Loan Documents relating to the issuance of the Note: (a) have been properly executed by the Corporation and due performance thereof has been authorized by the Corporation, (b) are in substantially the form as approved by or on behalf of the Corporation and (c) are in full force and effect and have not been amended or rescinded except as may have been approved by the President of the Corporation with the advice of Legal Counsel.

12. The Corporation has taken no action that would constitute a breach or violation of any of the covenants and provisions of the Amended and Restated Loan Documents.

13. The terms and performance of the Amended and Restated Documents by the Corporation are not in conflict with the Articles of Incorporation or Bylaws of the Corporation or any other instrument or restriction to which the Corporation is a party or subject.

14. The undersigned President and Secretary of the Board officially executed and signed the Note by manual signature or by causing facsimiles of our manual signatures to be imprinted or lithographed on the Note, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed the Note; at the time we so executed and signed the Note we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein and authorized to execute the same; and we have caused the official seal of the Corporation to be impressed, printed, or lithographed on the Note, and said seal on the Note has been duly adopted as, and is hereby declared to be, the official seal of the Corporation.

15. The Note is substantially in the form, and have been duly executed and signed in the manner prescribed in the Resolution.

16. No litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of the Note, the levy or the collection of the Sales Tax pledged to pay the principal of and interest on the Note, or the pledge thereof, or in any way contesting or affecting the validity of the Note, the Resolution, the powers of the Corporation or contesting the authorization of the Note or the Resolution.

17. The representations and warranties of the Corporation contained in the Note are correct on and as of the date hereof as though made on and as of such date.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

PHARR ECONOMIC DEVELOPMENT CORPORATION II

President
Ambrosio Hernandez

ATTEST:

By: _____
Secretary
Reynaldo Perez

EXHIBIT A

Pharr Economic Development Corporation II Articles of Incorporation

EXHIBIT B

Pharr Economic Development Corporation II Bylaws

EXHIBIT C

Certificate of Existence

EXHIBIT D

Certificate of Good Standing

EXHIBIT E

Historical Sales Tax Collections, 12-Month Period Ended August 31, 2019

Month	Prior Year Monthly Sales Tax Collections	Future Year Global Debt Service After Issuance of the Note
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
ANNUAL TOTALS		
Available For Debt Service		
Global Debt Service Coverage Ratio After the Note		

PHARR ECONOMIC DEVELOPMENT CORPORATION II
4B SALES TAX COMBINED DEBT SERVICE SCHEDULE

Months of Receipts	Year Ending 9/30/2019	Year Ending 9/30/2020	Year Ending 9/30/2021	Year Ending 9/30/2022	Year Ending 9/30/2023
July					
August					
September					
October					
November					
December					
January					
February					
March					
April					
May					
June					
Annual Total					
Available for Debt Service					
Annual Debt Service					
Global Debt Service Coverage Ratio					
Months of Receipts	Year Ending 9/30/2024	Year Ending 9/30/2025	Year Ending 9/30/2026	Year Ending 9/30/2027	Year Ending 9/30/2028
July					
August					
September					
October					
November					
December					
January					
February					
March					
April					
May					
June					
Annual Total					
Available for Debt Service					
Annual Debt Service					
Global Debt Service Coverage Ratio					

GENERAL CERTIFICATE OF THE CITY

On this 15th day of July, 2019, we, the undersigned, Mayor and City Clerk, respectively, of the City of Pharr, Texas (the "City"), hereby certify with respect to the Loan Agreement (the Loan Agreement"), Promissory Note (the "Note"), and Sales Tax Pledge Agreement (the "Pledge Agreement"), each, dated as of September 11, 2019, by and between Pharr Economic Development Corporation II (the "Corporation") and Lone Star National Bank (the "Bank"), and the Sales Tax Remittance Agreement, dated as of September 11, 2019, between the Corporation and the City (the "Remittance Agreement," and together with the Loan Agreement, the Note, and the Pledge Agreement, collectively, the "2019 Line of Credit Loan Documents"), as follows:

1. All capitalized terms used herein shall have the meanings assigned to such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. The City is a duly incorporated Home Rule City operating and existing under the Constitution and laws of the State of Texas and the City's Home Rule Charter.

3. As of the date hereof, the members of the Board of Commissioners of the City and certain other officers of the City are as follows:

Ambrosio Hernandez, Mayor
Eleazar Guajardo, Commissioner
Roberto "Bobby" Carrillo, Commissioner
Mario A. Bracamontes, Commissioner
Ramiro Caballero, Commissioner
Daniel Chavez, Commissioner
Ricardo Medina, Commissioner

Hilda Pedraza is the City Clerk, Juan Guerra is the City Manager, and Karla Moye is the Finance Director.

4. The City has duly authorized the creation of the Corporation under Chapters 501, 502 and 505 of the Texas Local Government Code by Resolution No. R-2009-32 of the Board of Commissioners of the City, passed and approved on June 16, 2009.

5. The election at which the levy of the sales and use tax pledged to secure the repayment of the Note (the "Sales Tax") was approved by the voters of the City was conducted in compliance with the Texas Election Code, including the bilingual requirements required by Section 5 of the Voting Rights Act of 1965, as amended. A true and correct copy of Ordinance No. 0-2008-69, styled "An Ordinance Certifying the Election Results for the Special Election on Proposition No. 1 'The Dissolution of the Pharr Economic Development Corporation, Inc. and the Section 4A Sales and Use Tax at the Rate of One-Half of One Percent (½%), and the Adoption of a Section 4B Sales and Use Tax at the Rate of One-Half of One Percent (½%) Remaining In Effect Until Repealed' In the City of Pharr, Hidalgo County, Texas On November 4, 2008 and Ordaining Other Provisions Relating to the Subject Matter Thereof" have been previously submitted to the Lone Star National Bank (the "Bank") in connection with the award and approval of that certain Loan Agreement, Promissory Note, Sales Tax Pledge Agreement and Sales Tax Remittance Agreement between the Corporation, as Borrower, and the Bank, as Lender, each dated as of June 20, 2016.

6. The combined rate of all sales and use taxes imposed by the City (including the adopted at the November 4, 2008 election) and other political subdivisions of the State of Texas having territory in the City does not exceed two percent.

7. The City's Board of Commissioners has approved all programs and expenditures of the Corporation.

8. No litigation is pending or, to the best of our knowledge, threatened, against the City or the Corporation with respect to the issuance or approval of the Note, the creation of the Corporation, the title or authority of the Board of Commissioners of the City, the title or authority of the governing body or directors of the Corporation, or the levy of the sales tax authorized at the election held on November 4, 2008, or the authority or the validity or enforceability of the Remittance Agreement.

9. The Sales Tax Revenues have not been pledged or encumbered by the City other than to the payment of the Amended and Restated Note and Amended and Restated Loan Agreement between the Corporation and the Bank, dated as of September 11, 2019, which contemporaneously herewith are being approved in amended and restated form of a promissory note and loan agreement, each, dated as of December 5, 2016.

10. Attached hereto as Exhibit A is a true and correct copy of the total sales tax receipts of the City for the last five years.

11. The Board of Commissioners of the City has not taken any action to change the structure, organization, programs, or activities of the Corporation which would limit the effectiveness of the resolution of the Board of Directors of the Corporation and other documents relating to the issuance, sale, or delivery of the Note or which would otherwise affect the issuance of the Note or the validity or enforceability of the Note or the 2019 Line of Credit Loan Documents , nor has the existence of the Corporation been terminated.

12. The City has all requisite authority to enter into the Sales Tax Remittance Agreement.

13. No litigation is pending or, to the best of our knowledge, threatened against the City with respect to the issuance, execution and delivery by the Corporation of the Note, the Loan Agreement, Pledge Agreement, or the Remittance Agreement, or the validity or enforceability thereof, or the creation of the Corporation, or the title or authority of the governing body or officers and directors of the Corporation.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

CITY OF PHARR, TEXAS

Mayor, City of Pharr, Texas

ATTEST:

By: _____
City Clerk
Hilda Pedraza

EXHIBIT A

Last Five Years 4B Sales Tax Revenues

PHARR ECONOMIC DEVELOPMENT CORPORATION II 4B SALES TAX COLLECTION HISTORY

Months of Receipts	Year Ending 9/30/2018	Year Ending 9/30/2017	Year Ending 9/30/2016	Year Ending 9/30/2015	Year Ending 9/30/2014
October					
November					
December					
January					
February					
March					
April					
May					
June					
July					
August					
September					
Annual Total					

Last 12-month's 4B Sales Tax Receipts ..... $

CERTIFICATE RE: ADDITIONAL DEBT TEST

THE STATE OF TEXAS	§
COUNTY OF HIDALGO	§
CITY OF PHARR	§
PHARR ECONOMIC DEVELOPMENT CORPORATION II	§

I, the undersigned, Executive Director of Pharr Economic Development Corporation II (the "Corporation"), hereby certify as follows:

1. That this certificate is executed with reference to the proposed "***Pharr Economic Development Corporation II Sales Tax Revenue Note (2016 Line of Credit Loan Renewal), Series 2019,***" in the principal amount of $5,000,000 (the "Note"). All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the resolution authorizing the issuance of the Note.

2. That the term "Global Debt Service Coverage" as used in this certificate, means the Means that the total amount of sales tax revenues collected for the applicable twelve (12) month period is at least 1.25 times the debt service payments (being payments for both principal and interest) for the 12 months after the new debt is to be incurred, including both the debt service on the Note and any Prior Note, the proposed new debt to be incurred, and all other debt secured by sales tax revenues.

3. That, in my opinion, the Global Debt Service Coverage from historical sales tax revenues collected for the next preceding twelve month period, which ended August 31, 2019 (in the amount of $_____ – as shown on Exhibit A, attached hereto), were more than the amount that is equal to 1.25 times the debt service payments (being payments for both principal and interest) for the following 12 months hereafter, including both the debt service on the Note and any Prior Note, and all other debt secured by sales tax revenues of the Corporation, and the outstanding Additional Debt obligations of the following issues of the Corporation (as shown below):

Amended and Restated Sales Tax Revenue Note, Series 2019.

4. That, in rendering my opinion in paragraph 3, above, I have relied on the calculation by the Corporation that the debt service payments (being payments for both principal and interest) for the following 12 months hereafter, including both the debt service on the Note and any Prior Note, and all other debt secured by the sales tax revenues, and the outstanding Additional Debt obligations is $_____, and that 1.25 times such amount is $_____.

[The remainder of this page is intentionally left blank.]

EXECUTED as of the ___th day of ____, 2019

Executive Director
Victor Perez

EXHIBIT A

Historical Sales Tax Collections, 12-Month Period Ended August 31, 2019

Month	Prior Year Monthly Sales Tax Collections	Future Year Global Debt Service After Issuance of the Note
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
ANNUAL TOTALS		
Available For Debt Service		
Global Debt Service Coverage Ratio		

RENEWED AND AMENDED SALES TAX PLEDGE AGREEMENT

THIS RENEWED SALES TAX PLEDGE AGREEMENT (this "Agreement") is entered into as of September 11, 2019, by and **between PHARR ECONOMIC DEVELOPMENT CORPORATION II**(the "Corporation"), a non-profit Type B economic development corporation organized by the City of Pharr, Texas and existing under the laws of the State of Texas pursuant to Chapters 501, 502 and 505 of the Texas Local Government Code, as amended (the "Act"), and **LONE STAR NATIONAL BANK,** a national banking association ("Bank").

PRELIMINARY STATEMENT

WHEREAS, the City duly created and organized the Pharr Economic Development Corporation **II** (the "Corporation") pursuant to Chapters 501, 502 and 505 of the Texas Local Government Code, as amended, as a non-profit Type B economic development corporation;

WHEREAS, in order to provide for the renewal and extension of working capital to the Corporation previously provided by loan agreement dated as of June 20, 2016 between the Corporation and the Bank (the "Original Loan Agreement"), the Corporation is entering into a Loan Agreement dated as of September 11, 2019 (as amended, restated and/or otherwise modified, the "Loan Agreement") with Loan Star National Bank ("Bank"), pursuant to which Bank will loan $5,000,000.00 to the Corporation; and

WHEREAS, to secure the obligations of the Corporation under the Loan Agreement, the Corporation desires to pledge its one-half of one cent (½ of 1¢) economic development sales and use tax to secure the Corporation's obligations under the Loan Agreement.

NOW, THEREFORE, for other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.1 Terms Defined in Loan. Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Act" means Chapter 505, Local Government Code, as amended, formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended.

"Article" means a numbered article of this Agreement, unless another document is specifically referenced.

"Default" means an event described in Section 5.1.

"Exhibit" refers to a specific exhibit to this Agreement, unless another document is specifically referenced.

"Frost Bank Lien" means any valid lien held by Frost Bank on the Sales Tax.

"Lien" means any lien (statutory or other), security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other tide retention agreement).

"Note" means that certain Renewal Promissory Note dated September 11, 2019 from the Corporation to Bank delivered pursuant to the certain Loan Agreement Renewal and Extension, as a renewal and extension of that certain Promissory Note dated as of June 20, 2016 from the Corporation to the Bank pursuant to the Loan Agreement dated June 20, 2016 by and between the Corporation and the Bank.

"Obligations" means collectively any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Bank in connection with the preparation, administration, collection or enforcement thereof), of the Corporation to the Bank or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Agreement, the Loan Agreement or the Note, and including, without limitation, any and all obligations for borrowed money, contingent or otherwise, whether now existing or hereafter arising, of the Corporation to the Bank.

"Sales Tax" means that portion of the total general sales and use tax attributed to economic development imposed, assessed and collected from time to time by the City on behalf of the Corporation pursuant to the Act equal to a rate of one-half of one percent (112%).

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II - SALES TAX PLEDGE AND SECURITY INTEREST

2.1 Pledge of Sales Tax. The Corporation hereby covenants that the Sales Tax shall be deposited and paid into the special fund established in Section 2.3 hereof, and shall *be* applied in the manner set out herein, to provide for the payment of principal and interest on the Note and all expenses of paying the same. I The obligations of the Corporation under the Note are secured by a Lien in parity to the Frost Bank Lien on, the Sales Tax levied, collected and received by the City on behalf of Corporation, which Sales Tax shall, in the manner herein provided, be set aside and pledged to the payment of the Note in a Revenue Fund (defined herein). So long as the Note are

outstanding, the Corporation shall not incur any additional debt secured by the Sales Taxes without the written consent and approval of Bank.

2.2 Agreement as Security Agreement.

(a) An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Bank as the secured party. The Lien, pledge, and security interest of the Bank created in this Agreement shall become effective immediately upon the date on the Note is signed by Borrower, and the same shall be continuously effective for so long as the Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) Chapter 1208, Texas Government Code, as amended, does not apply to the issuance of the Note and the pledge of the Sales Tax granted by Corporation under Section 2.1 of this Agreement, and such pledge is therefore subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Bank the perfection of the security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

2.3 Revenue Fund. A sales tax revenue fund (the "Revenue Fund") shall be maintained and accounted for as hereinafter provided, so long as the Note remains outstanding. The Revenue Fund shall be maintained and accounted for as a separate account on the books of the Corporation. The Revenue Fund shall be used solely as provided herein so long as the Note remains outstanding. It is acknowledged, agreed and understood that the Revenue Fund shall not be the Corporation's existing general fund.

2.4 low of Funds; Revenue Fund. All Sales Tax shall be deposited as collected into the Revenue Fund. Money from time to time on deposit to the credit of the Revenue Fund shall be applied as follows in the following order and priority:

(a) First, to pay principal and interest on the Note as and when the same become due; and

(b) Second, to be used by the Corporation for any lawful purpose but specifically in accordance with the terms and conditions of the Loan Agreement.

2.5 Obligations of the Corporation Unconditional.

(a) The obligation of the Corporation to make the payments required by this Agreement shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution, or deduction (whether for taxes or otherwise) regardless of

any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim that the Corporation may have or assert against the Bank or any other person.

(b) Until such time as the Note is fully paid, the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, the Sales Tax, and/or any Note payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause.

2.6 Discharge. The Bank and the Corporation agree that upon payment in full of the Obligations, the Lien on the Sales Tax shall be extinguished and the Bank agrees to execute any documents reasonably necessary to establish and evidence such extinguishment.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

The Corporation represents and warrants to the Bank that:

3.1 Title, Authorization, Validity and Enforceability. The Corporation has full power and authority to grant to the Bank the security interest in the Sales Tax pursuant hereto. The execution and delivery by the Corporation of this Agreement has been duly authorized by proper proceedings, and this Agreement constitutes a legal, valid and binding obligation of the Corporation and creates a security interest which is enforceable against the Corporation in the Sales Tax.

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by the Corporation of this Agreement, the creation of the security interest in the Sales Tax granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Corporation or the resolutions creating Corporation's existence, the provisions of any indenture, instrument or agreement to which the Corporation is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Bank).

3.3 Principal Location. The Corporation's mailing address, and the location of its chief executive office and of the books and records relating to the Sales Tax, is disclosed in Exhibit "A" the Corporation has no other places of business except those set forth in Exhibit "A."

3.4 No Default. No Default or Unmatured Default exists.

ARTICLE IV - - COVENANTS

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1 Notification of Default. The Corporation will give prompt notice in writing to the Bank of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Sales Tax.

42 Liens. The Corporation will not create, incur, or suffer to exist any Lien **on** the Sales Tax other than the lien securing the Note unless approved in writing by Bank.

4.2 Delivery of Information. The Corporation will promptly transmit to Bank all information that the Corporation may have or receive with respect to the Sales Tax which might in any way materially affect the value of the Sales Tax, the Bank's rights or remedies with respect thereto or Bank's rights and remedies with respect thereto.

4.3 No Additional Debt. For so long as any amounts remain outstanding under the Note, the Corporation shall not incur any additional debt without the prior written consent of the Bank.

ARTICLE V - - DEFAULT AND REMEDIES

5.1 Event of Default. the failure of Corporation to perform or comply with its obligations under this Agreement, and/or the Loan Agreement, and/or the Note shall constitute a Default; or the failure by Corporation to comply with any other covenant, condition, or agreement under any other agreements or obligations entered into by Corporation for borrowed funding payable from or secured by the Sales Tax; or the failure of Corporation to provide the Bank with an enforceable Lien on the Sales Tax; or the bankruptcy or insolvency of Corporation or the failure to discharge a judgment of more than $100,000 against Corporation.

5.2 Remedies Available.

(a) Upon the occurrence of any Event of Default and at any time thereafter for so long as the Event of Default has not been cured, the Bank may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Bank shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Bank in the proceedings authorized under subsection (a) of this Section.

5.3 Application of Money Collected. Any money collected as a result of the taking of remedial action pursuant to this Article V, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

5.4 Restoration of Rights. If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Bank, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective

positions and rights under this Agreement, the Loan Agreement or the Note as if such Event of Default had not occurred.

5.5 Non-Exclusive Remedies. No remedy conferred upon or reserved to the Bank by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement, the Loan Agreement, or the Note now or hereafter existing at law or in equity.

5.6 Delays. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

5.7 Limitation on Waivers. If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VI - - WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Bank to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Bank and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Bank until the Obligations have been paid in full.

ARTICLE VII - - GENERAL PROVISIONS

7.1 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Corporation, the Bank and their respective successors and assigns, except that the Corporation shall not have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the **Bank.**

7.2 Survival of Representations. All representations and warranties of the Corporation contained in this Agreement shall survive the execution and delivery of this Agreement.

7.3 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.4 Termination. This Agreement shall continue in effect until the Loan Agreement has terminated pursuant to its express terms.

7.5 ENTIRE AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

7.6 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

7.7 INDEMNITY. TO THE EXTENT PERMUTED BY LAW, THE CORPORATION HEREBY *AGREES* TO INDEMNIFY THE BANK AND ITS SUCCESSORS, ASSIGNS, LENDERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, SUITS, COSTS, AND EXPENSES OF ANY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT THE BANK IS A PARTY THERETO) IMPOSED ON, INCURRED BY OR ASSERTED AGAINST THE BANK OR ITS SUCCESSORS, ASSIGNS, LENDERS AND EMPLOYEES, IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT, OR THE MANUFACTURE, PURCHASE, ACCEPTANCE, REJECTION, OWNERSHIP, DELIVERY, LEASE, POSSESSION, USE, OPERATION, CONDITION, SALE, RETURN OR OTHER DISPOSITION OF ANY SALES TAX (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE BY THE BANK OR THE CORPORATION) .

7.8 Jury Trial Waiver. As permitted by applicable law, each party waives their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is hereinafter defined), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order").

ARTICLE VIII - NOTICES

8.1 Sending Notices. Any notice required or permitted to be given under this Agreement shall be sent in the manner and to the addresses set forth in the Loan Agreement.

8.2 Change in Address for Notices. Each of the Corporation, and the Bank may change the address for service of notice upon it by a notice in writing to the other party.

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IN WITNESS WHEREOF, the Corporation, and the Bank have executed this Agreement as of the date first above written.

CORPORATION:

PHARR ECONOMIC DEVELOPMENT CORPORATION H, a Texas non-profit Type B economic development corporation

By: _____
Name: Ambrosio Hernandez
Title: President

BANK:

LONE STAR NATIONAL BANK,
a national banking association

By: _____
Name: Sonia Falcon
Title: Senior Vice Presient

EXHIBIT "A"

Principal Place of Business and Mailing Address:

Pharr Economic Development Corporation II
1215 S. Cage Boulevard
Pharr, Texas 78577

INITIAL ADVANCE REQUEST AND
COMPLIANCE CERTIFICATE

This Advance Request and Compliance Certificate is delivered pursuant to Section 4.2(d) of the Loan Agreement dated as of September 11, 2019 (together with all amendments and modifications, if any, from time to time made thereto, the "Loan Agreement"), between Pharr Economic Development Corporation II, a Texas non-profit industrial development corporation (the "Borrower'') and Lone Star National Bank. Unless otherwise defined, terms used herein have the meanings provided in the Loan Agreement.

The undersigned, being the duly elected, qualified and acting PRESIDENT of Borrower, on behalf of the Borrower and solely in his or her capacity as an officer of the Borrower, hereby certifies and warrants that:

1. He or she is the PRESIDENT of the Borrower and that, as such, he or she is authorized to execute this certificate on behalf of the Borrower.

2. As of _____20_____:

	COMPLIANCE:	
(a) The Borrower was not in default of any of the provisions of the Loan Agreement during the period as to which this Advance Request and Compliance Certificate relates;	In Compliance	Not Incompliance
(b) The Borrower delivered its annual year-end certified public accountant audited financial statements within (90) days of its fiscal year end on _____, 20_____.,	In Compliance	Not Incompliance
(c) The Guarantor delivered its annual year-end certified public accountant audited financial statements within ninety (90) days of its fiscal year end on _____, 20_____., along with Guarantor's cash flow statements and a list of its contingent liabilities.	In Compliance	Not Incompliance

3. Borrower hereby requests an advance of _____ pursuant to the Loan Agreement for the specific working capital purpose of _____ (the "Advance Request"). Borrower certifies that the Advance Request has been approved by Borrower's Board of Directors and satisfies all Loan Agreement and Governmental Requirements.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Advance Request and Compliance Certificate, this ___ day of ___, 20__.

Pharr Economic Development Corporation II, a Texas non-profit Type B economic development corporation

By:_____

Name: Ambrosio Hernandez

Title: President

LOAN AGREEMENT RENEWAL AND EXTENSION

This Loan Agreement Renewal and Extension (this "Agreement") is made and entered into this 11th day of September, 2019, by and between PHARR ECONOMIC DEVELOPMENT CORPORATION II, a nonprofit Type B economic development corporation (the "Borrower"), duly established and created by the City of Pharr, Texas (the "City"), a home rule municipality and a political subdivision of the State of Texas, and operating pursuant to Chapter 505, Texas Local Government Code, as amended (the "Act"), and LONE STAR NATIONAL BANK, a national banking association (the "Bank").

WHEREAS, Borrower has requested that the Bank renew and extend to Borrower the line of credit loan and credit facilities described herein originally dated as of June 20, 2016 (the "Original Loan"); and

WHEREAS, the Bank is prepared to renew and extend such loan and credit facilities (hereinafter described and defined as the "Loan"), in accordance with and subject to the terms and conditions set forth herein;

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms. The following capitalized terms shall have the following meanings:

"Advance" means a disbursement by Bank of any of the proceeds of the Loan.

"Affiliate" means any individual or entity directly or indirectly controlling, controlled by, or under common control with, another individual or entity.

"Applicable Bankruptcy Law" means the United States Bankruptcy Code or any other present or future insolvency, bankruptcy, liquidation, conservatorship. reorganization or moratorium Governmental Requirement or other similar Governmental Requirements.

"Capital Stock" means (i) in the case of a corporation, capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership, partnership interests (whether general or limited), (iv) in the case of a limited liability company, membership. Interests, and (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of the entity in question.

"City" means the City of Pharr, Texas.

"Closing Date" means the date of this Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and rulings issued thereunder.

"Collateral" means any and all personal property pledged as security for the Loan.

"Commitment Letter" means any loan commitment letter issued by the Bank to Borrower pertaining to the Loan.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"Default" means any event or circumstance that constitutes an Event of Default or, that with, the lapse of time, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

"Distributions" means any dividend or other distribution (whether in cash or other tangible property) with respect to any capital Stock or other equity interest of any entity or any payment (whether in cash or other tangible property) to any Person or Persons other than the Borrower, including any redemption, retirement, acquisition, cancellation or termination of any such capital Stock or other equity interest or of any option, warrant or other right to. acquire any such capital Stock or other equity interest.

"Environmental Laws" Intentionally Deleted,

"Environmental Liability" Intentionally Deleted.

"Event of Default" has the meaning set forth in Article IX hereof.

"Financial Statements" means the financial statements and other financial information concerning the Borrower, as required under Section 8.01 hereof.

"Governmental Authority" means the United States, the state, the county, the city or any other political subdivision in which the Personal Property Collateral is located, and any court or political subdivision, agency, or instrumentality having jurisdiction over Borrower or any Obligated Party.

"Governmental Requirements" means all constitutions, statutes. laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to Borrower or any Obligated Party.

"Hazardous Materials" Intentionally Deleted.

"Improvements" Intentionally Deleted.

"Indebtedness" means, as to any Person at a particular time, without duplication (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments and (b) all direct or contingent obligations of such Person arising under any leases or other agreements to which a person is a party.

"IRS" means the United States Internal Revenue Service.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale, or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means the loan or loans described in Section 2.01 hereof.

"Loan Documents" means this Loan Agreement, the Note, all Security Agreements; opinion letters and such other documents, instruments and agreements, evidencing, securing or pertaining to the Loan, as will from time to time be executed and delivered to Bank by Borrower, any Obligated Party, or any other party pursuant to this Loan Agreement, and any future amendments, restatements, modifications, ratifications, confirmations, extensions or supplements hereto or thereto.

"Margin Stock" has the meaning given thereto in Section 221.3(v) of Regulation U, promulgated by the Board of Governors of the Federal Reserve System, F.R.S. Reg. U, 12 C;F.R. part 221 (January 1, 1983 revision), as amended from time to time;

"Material Adverse Change" means (a) a material adverse change in, or a Material Adverse Effect upon, the operations, business, prospects, properties, liabilities (actual or contingent), condition (financial or otherwise) of Borrower taken as a whole; (b) reserved as a placeholder; or (c) a Material Adverse Effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document to which it is a party or the rights of the Bank under any Loan Document.

"Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business or properties of the Borrower, (b) the financial condition, operations or properties of any of the Guarantor, (c) the rights and remedies of the Bank Under the Loan Documents, or the ability of the Borrower or Grantor to perform their respective obligations under the Loan Documents to which it is a party, as applicable, or (d) the legality, validity or enforceability of any Loan Document.

"Money Default" means a Person's failure, in whole or in part to pay any amounts due on any indebtedness; after expiration of any applicable cure period.

"Non-Monetary Default" means any Event of Default hereunder or any default or event of default under any other Loan Document other than a Monetary Default.

"Note" means the promissory note evidencing the Loan and any renewals, extensions, modifications, refinancings, consolidations and substitutions thereof.

"Obligated Party" means any party other than Borrower who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Obligations.

"Obligations" mean all present and future Indebtedness, obligations and liabilities of Borrower to Bank arising pursuant to the Loan, this Loan Agreement or any of the other Loan Documents or otherwise, and any renewals, extensions, increases, or amendments thereof, or any part thereof, regardless of whether such Indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several or joint and several and including interest and tees that accrue after the commencement by or against Borrower of any proceeding under any Applicable Bankruptcy Law naming Borrower as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"Organizational Documents" mean as to (1) a corporation (A) copies of its articles or certificates of incorporation, including all amendments thereto, and a certificate of good standing, and (B) the bylaws or regulations of such entity certified by the secretary, manager or other appropriate representative of such entity, (2) a partnership, a true copy of its partnership agreement, including all amendments thereto, certified by.an officer of such partnership or by its general partner, together with (in the case of any limited partnership) copies of the certificates of limited partnerships and a certificate of good standing, and (3) a limited liability company, a copy of its operating agreement, including all amendments thereto, certified by an officer of such limited liability company or by its managing member, and a copy of its articles or certificate of formation and a certificate of good standing.

"Permitted Liens" means Liens for taxes, assessments or .other governmental charges or levies not yet due or which are being contested in good faith by appropriate action.

"Person" means any individual, firm, corporation, association, partnership, joint venture, trust, entity, unincorporated organization or Governmental Authority.

"Personal Property Collateral" means the furniture, fixtures, equipment, machinery, goods, inventory, work in process, accounts receivable, general intangibles, contract rights and other personal property described in the Security Agreements securing this Loan, including, without limitation, the sales tax described in the Sales Tax Pledge Agreement.

"Requirement of Law" means as to any entity, the Certificate (or Articles) of Incorporation, By-Laws (or Code of Regulations), or other organizational or governing documents of such entity, and any law, treaty, rule or regulation, or determination, including without limitation all rules, regulations and determinations, of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its properly is subject.

"Sales Tax Pledge Agreement" means that certain Sales Tax Pledge Agreement of even date herewith entered into by and between Bank and Borrower in renewal and extension of the original Sales Tax Pledge Agreement dated as of June 20, 2016.

"Sales Tax Remittance Agreement" means that certain Sales Tax Remittance Agreement of even date herewith and entered into by and between the City and the Borrower in in renewal and extension of the original Sales Tax Remittance Agreement dated as of June 20, 2016.

"Security Agreements" means, collectively, any Security Agreement executed by Borrower, including, without limitation, a Sales Tax Pledge Agreement, in form and substance satisfactory to Bank, creating a Lien in favor of Bank against the Personal Property Collateral, as each may be amended, modified, ratified, supplemented, restated or replaced from time to time.

"Subordinated Debt" means any Indebtedness owing by Borrower which has been subordinated by written agreement to all Indebtedness now or hereafter owing by Borrower to Bank, such agreement to be in form and substance satisfactory to Bank.

"Tangible Net Worth" Intentionally Deleted.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Total Liabilities plus Contingent Liabilities" Intentionally Deleted.

"UCC" means the Uniform Commercial Code of the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Bank under the Loan Documents, as amended.

Section 1.2. Headings. The headings, captions, and arrangements used in any of the Loan Documents are, unless specified otherwise, for convenience only and will not be deemed to limit, amplify, or modify the terms of the Loan Documents nor to affect the meaning thereof.

Section 1.3. Number and Gender of Words. Whenever herein the singular number is used, the same will include the plural where appropriate, and words of any gender will include each other gender where appropriate.

ARTICLE II

DESCRIPTION OF LOAN

Section 2.1. Loan. Subject to the terms and conditions set forth in this Agreement and in other Loan Documents, the Bank agrees to make Borrower a $5,000,000.00 loan (the "Loan"). The Loan shall bear interest and be repayable as provided in the Note evidencing the Loan.

Section 2.2. Purposes. The proceeds to the Loan shall be used for the following purposes:

> Working capital, with all Advances being used exclusively to promote local economic development and stimulate business and commercial activity in the City of Pharr, Texas.

Section 2.3. Advances. Advances on the Loan shall be made in accordance with the provisions of Article IV hereof.

Section 2.4. Security. The Loan shall be secured by one or more Security Agreements, Assignments and other documents described in this Loan Agreement and in the Note covering the Collateral.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.1. Conditions to Closing and Funding of the Loan. The closing and funding of this Loan is subject to the satisfaction of the following conditions precedent on or before the Closing Date.

(a) Note. Borrower shall have executed and delivered to Bank the Note payable to the Bank evidencing the Loan.

(b) Loan Documents. This Loan Agreement and all other Loan Documents shall have been duly executed and delivered by Borrower to the Bank.

(c) Legal Opinion of Counsel. If required, the Bank shall have received an executed written legal opinion of counsel to the Borrower, which opinions shall be reasonably satisfactory to the Bank, addressed to the Bank and dated as of the Closing Date.

(d) Authorizations. The Bank shall have received a copy of the resolution (in form and substance reasonably satisfactory to the Bank) of the board of directors, members, managers, partners or other governing body of Borrower authorizing (i) the execution, delivery and performance, of this Agreement and the other Loan Documents to which Borrower is a party, as the case may be, (ii) the consummation of the transactions contemplated hereby, and (iii) the borrowings herein provided for, all certified by the secretary, manager or other appropriate representative of the Borrower as of the Closing Date. Such certificate shall state that the resolutions set forth therein have not been amended, modified, revoked or rescinded as of the Closing Date.

(e) Incumbency Certificates. The Bank shall have received a certificate of the secretary, manager or other appropriate representative of each of Borrower, dated as of the Closing Date, as to the incumbency and signatures of the officer(s) (or other person(s) in a comparable position) of each entity executing the Loan Documents.

(f) Organizational Documents. The Bank shall have received with respect to the Borrower copies of the Organizational Documents for such entity.

(g) No Proceeding or Litigation; No Injunctive Relief. No action, suit or proceeding before any arbitrator or any Governmental Authority shall have been commenced, no investigation by any Governmental Authority shall have been commenced and no action, suit, proceeding or investigation by any Governmental Authority shall have been threatened in writing, against the Borrower or any of the officers, directors or managers of the Borrower, seeking to restrain, prevent or change the transactions contemplated by this Agreement in whole or in part or, questioning the validity or legality

of the transactions contemplated by this Agreement or seeking damages in connection with such transactions.

(h) Consents, Licenses, Approvals, etc. The Bank shall have received copies (certified to be such by the Borrower or other appropriate party) of all consents, licenses and approvals required in accordance with applicable law in connection with the execution, delivery, performance, validity and enforceability of the Loan Documents, if the failure to obtain such consents, licenses or approvals, individually or in the aggregate, could reasonably be, expected to have a Material Adverse Effect, and approvals obtained shall be in full force and effect and be satisfactory in form and substance to the Bank.

(i) Compliance with Law. The Borrower shall not be in violation of any applicable statute, regulation or ordinance, including without limitation statutes, regulations or ordinances relating to environmental matters, of any governmental entity, or any agency thereat, in any respect that could reasonably be expected to have a Material Adverse Effect.

(j) No Default. No Event of Default shall have occurred and be continuing hereunder.

(k) No Material Adverse Change. Within ten (10) days prior to the Closing Date, there shall have been no Material Adverse Change in the financial condition of Borrower.

(l) Fees. The Borrower shall have paid the Bank all loan commitment fees, expenses and other sums due the Bank in connection with this Loan, as provided in the Commitment Letter, this Loan Agreement and/or the Loan Documents. Notwithstanding anything herein to the contrary, Bank shall pay all initial attorney's fees incurred by bank in connection with this Loan.

(m) Security Interests. The Bank shall have received satisfactory evidence that the Bank has a valid and perfected first priority security interest against all of the Personal Property Collateral, subject only to the Permitted Liens.

(n) Title Insurance Policy. Intentionally Deleted.

(o) Curative Work. Intentionally Deleted.

(p) Survey. Intentionally Deleted.

(q) Insurance. Intentionally Deleted.

(r) Environmental Conditions. Intentionally Deleted.

(s) Equity. The Bank shall have received evidence reasonably satisfactory to the Bank that the Borrower is in possession of any cash equity Borrower is required to maintain or expend in connection with this Loan.

(t) Preleasing and Pre Sales Requirements. Intentionally Deleted.

(u) Appraisal. Intentionally Deleted.

(v) Other Closing Conditions. Borrower shall have satisfied all other closing conditions. imposed by the Bank in connection with the Loan, including all conditions set forth in the Commitment Letter.

ARTICLE IV

ADVANCES

Section 4.1. Advances. The proceeds of the Loan shall be advanced in a single or multiple Advances as provided herein and in the Note.

Section 4.2. Conditions to Advances. Each Advance is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties made by the Borrower in this Loan Agreement and any representations and warranties made by the Borrower which are contained in any certificate, document or financial or other statement furnished at any time under or in connection herewith or therewith, shall he true and correct in all material respects as of the date of any Advance.

(b) No Default. No Default shall have occurred and be continuing as of the date of any Advance.

(c) Compliance with Covenants. Borrower shall be in full compliance with all covenants and agreements imposed upon Borrower hereunder or under any of the other Loan Documents.

(d) Advance Requests. All requests for Advances must. be in writing and submitted upon such form as the Bank may reasonably request, including. without limitation, the Advance Request and Compliance Certificate attached hereto as Exhibit A and incorporated hemin by reference for all purposes. Any Advance request shall be accompanied by such other reports, borrowing base certificates and other information as the Bank may require.

(e) Compliance with Borrowing Base Limitations. Intentionally Deleted.

(f) Advance Account. Each Advance shall be funded by Bank and maintained by Borrower in a separate, segregated and dedicated account and shall not be commingled with other Borrower funds. Upon Bank's request, Borrower shall provide Bank with an accounting of all Advances.

(g) Advances Purposes. Each Advance shall be used exclusively as required in Section 2.2, above. Any Advance not used in accordance with Section 2.2 shall be immediately returned/repaid to Bank.

Section 4.3. Revolving Line of Credit. If this Loan is a revolving line of credit then Borrower may borrow, repay and re-borrow the proceeds of this Loan, as provided in the Note and the other Loan documents.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

In order to induce the Bank to enter into this Loan Agreement and to make the Loan to Borrower, Borrower hereby represents and warrants to the Bank that on the Closing Date and as of the date of any Advance hereunder:

Section 5.1. Existence; Compliance with Law. Borrower (a) is duly organized or formed, as appropriate, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization, as appropriate, (b) has the requisite corporate, partnership or limited liability company power and authority to conduct the business in which it is currently engaged, (c) is qualified as a foreign entity to do business under the laws of any jurisdiction, where the failure to so qualify could reasonably be expected to have a Material Adverse Effect, and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not reasonably be expected to, in the aggregate, have a Material Adverse Effect.

Section 5.2. Power; Authorization; Enforceable Obligations. Borrower has the corporate power and authority to make, deliver and perform the Loan Documents to which it is a party and (in the case of the Borrower) to borrow hereunder, and has taken all corporate or other action necessary to be taken by it to authorize the borrowings on the terms and conditions of this Agreement, and (b) the execution, delivery and performance of the Loan Documents and to which it is a party. No consent, waiver or authorization of, or filing with any entity (including without limitation any Governmental Authority, except the consent of the City, whose consent has been granted by action of the City Council of the City) is required to be made or obtained by the Borrower in connection with the borrowings hereunder. This Loan Agreement has been, and each Loan Document will be, duly executed and delivered on behalf of the Borrower, and this Loan Agreement constitutes, and each Loan Document when executed and delivered hereunder will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower, in accordance with its terms, subject to the effect, if any, of bankruptcy, insolvency, reorganization, arrangement or other similar laws relating to or affecting the rights of creditors generally and the limitations, if any, imposed by the general principles of equity and public policy.

Section 5.3. No Legal Bar. The execution, delivery and performance of this Loan Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds of the Loan (a) do not violate any Requirement of Law or Contractual Obligation of the Borrower, (b) do not contravene the articles of incorporation, charter, bylaws, partnership agreement, articles or certificate of formation, operating agreement or other organizational documents of the Borrower, and (c) do not result in, or require, the creation or imposition of any Lien on any of its properties or revenues.

Section 5.4. No Material Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened. in writing by or against the Borrower or .against any of its properties or revenues (a) with respect to this Loan Agreement or any of the other Loan Documents or any of the transactions contemplated hereby or thereby, or (b) which could reasonably be expected to have a Material Adverse Effect.

Section 5.5. Regulation U. Borrower is not engaged, .nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System a snow and from time to time hereafter in effect. No part of the proceeds of any Loans will be used for "purchasing" or "carrying" "margin stock" as so defined or for any purpose which violates, or which would be inconsistent with, the provisions of the Regulations of such Board of Governors. If requested by the Bank, Borrower will furnish to the Bank a statement in conformity with the requirements of Federal Reserve Form U-1 referred to in said Regulation U to the foregoing effect.

Section 5.6. Disclosure. No representations or warranties made by the Borrower in this Agreement or in any other document furnished from time to time in connection herewith (as such other documents may be supplemented from time to time) contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

Section 5.7. Environmental Representations. Intentionally Deleted.

Section 5.8. Other Agreements. The Borrower is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in. any agreement or instrument material to the business of the Borrower, taken as a whole, which would result in, or could reasonably be expected to result in, a Material Adverse Effect.

Section 5.9. No Defaults on Outstanding Judgments or Orders. The Borrower has satisfied all unstayed and unappealed judgments, and Borrower is not in default with respect to any judgment, or any material writ, injunction, decree, rule, or regulation of any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign applicable to the Borrower, except for defaults which could not reasonably be expected to result in a Material Adverse Effect.

Section 5.10. Ownership and Liens. The Borrower, or other Obligated Party has good and indefeasible title to all of the Personal Property Collateral. The security interest created by the Security Agreement constitutes a valid and perfected first and prior lien against the Personal Property Collateral, subject to no other liens, security interests or charges, except for the Permitted Liens.

Section 5.11. Operation of Business. The Borrower possesses all licenses, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, required to conduct its business substantially as now conducted and as presently proposed to be conducted and

Borrower is not in violation of any valid rights of others with respect to any of the foregoing where the failure to possess such licenses, permits, franchises, patents, copyrights, trademarks, trade names or rights thereto or the violation of the valid rights of others with respect thereto, in any one case or in the aggregate, that could reasonably be expected to have a Material Adverse Effect.

Section 5.12. Taxes. All income tax liabilities or income tax obligations of the Borrower (other than those being contested in good faith by appropriate proceedings) have been paid or have been accrued by or reserved for by the Borrower. All ad valorem taxes assessed against the Collateral have been paid current.

Section 5.13. Land. Intentionally Deleted.

Section 5.14. Approval Parties. Intentionally Deleted.

Section 5.15. Condemnation; Casualty. Intentionally Deleted.

Section 5.16. Improvements. Intentionally Deleted.

Section 5.17. Utilities. Intentionally Deleted.

Section 5.18. Material Agreements. Borrower is not a party to any agreement or instrument or subject to any charter or other corporate restriction the performance of or compliance with which could reasonably be expected to have a Material Adverse Effect Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions which default has not been cured within any applicable cure periods, contained in (a) any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect, or (b) With respect to Borrower, any agreement or instrument evidencing or governing Indebtedness.

Section 5.19. Financial Information. All financial information heretofore provided to the Bank concerning Borrower is true, accurate and complete. Since the date of any financial statement no Material Adverse Change has occurred with respect to Borrower.

ARTICLE VI

AFFIRMATIVE COVENANTS

Until the Loan and all Obligations owing by Borrower to the Bank are fully paid and satisfied, Borrower agrees and covenants that it will:

Section 6.1. Notices. Promptly notify the Bank in writing:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Change, including (i) breach or non-performance of, or any default under, a contractual obligation of Borrower; (ii) any dispute, litigation, investigation, proceeding or suspension between Borrower and any Governmental Authority; or (iii) the

commencement of, or any material development in, any litigation or proceeding affecting Borrower;

(c) of any material change in accounting policies or financial reporting practices by Borrower; and

(d) of any change in the senior management of Borrower.

Each notice pursuant to this Section will describe with particularity any and all provisions of this Loan Agreement and any other Loan Document that have been breached or affected thereby. As used herein, "promptly notify" shall mean within two (2) days of such event or action occurring.

Section 6.2. Accounts and Records. Maintain a complete set of books and records for the Borrower.

Section 6.3. Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Governmental Requirements of the jurisdiction of its organization and each state in which it is qualified to do business; and (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Change.

Section 6.4. Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in .good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Change; (c) use the standard of care typical in the industry in the operation and maintenance of its facilities; and (d) preserve or renew all of its registered patents, trademarks, trade names and service marks (including licenses thereof), except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Change.

Section 6.5. Insurance. Intentionally Deleted.

Section 6.6. Right of Inspection. Permit Bank to (a) visit its properties and installations, (b) make and take away copies or reproductions of its books and records, and (c) discuss with its respective directors, partners, principal officers and independent auditors its respective businesses, assets, liabilities, financial positions, results of operations, and business prospects, at all reasonable times. Borrower shall be responsible for the reasonable costs and expenses associated with such inspection. In addition, permit Bank and its designees from time to time to make such inspections and audits, and to obtain such confirmations or other information as Bank deems necessary or desirable and shall reimburse Bank on demand for all costs and expenses incurred by Bank in connection with such inspections and audits.

Section 6.7. Right to Additional Information. Furnish Bank, within fifteen days after the Bank shall request it, such additional information and statements, lists of assets and liabilities, tax returns, and other reports with respect to Borrower's financial condition, business operations and compliance with the terms of the Loan Documents as Bank may request from time to time.

Section 6.8. Compliance with Governmental Requirements. Conduct its business in-an orderly and efficient manner consistent with good business practices, and perform and comply with all Governmental Requirements applicable to its businesses, operations and property.

Section 6.9. Taxes. Timely pay and discharge when due all of its Indebtedness and obligations, including without limitation, all assessments, taxes, governmental charges, levies, Liens and claims, of every kind and nature, imposed upon Borrower or any of its properties, income, or profits, prior to the, earlier of the date on which such obligation would become delinquent or the date penalties would attach. Borrower will also promptly provide the Bank with evidence that all ad valorem taxes and assessments against the Personal Property Collateral have been paid in full prior to the due date for paying such ad valorem taxes. Notwithstanding the above, Borrower will not be required to pay and discharge any such assessment, tax, government charge, levy, Lien or claim so long as (a) the legality of the same will be contested in good faith by appropriate judicial, administrative or other legal proceedings instituted with reasonable promptness and diligently conducted, and (b) Borrower has established on their books adequate reserves with respect to such contested assessment, tax, government charge, levy, Lien or claim.

Section 6.10. Notice of Indebtedness. Promptly inform the Bank of the creation, incurrence or assumption by Borrower of any actual or contingent liabilities not permitted under this Loan Agreement or any other Lien Document.

Section 6.11. Additional Documents. Execute and deliver, or cause to be executed and delivered, to Bank, from time to time as required by Bank, any and all other agreements, instruments and documents which Bank may reasonably request in order to provide the rights and remedies to Bank granted or provided for by the Loan Documents or give effect to tile transactions contemplated under this Loan Agreement and the other Loan Documents.

Section 6.12. Updated Appraisals. Intentionally Deleted.

Section 6.13. Pledge of Additional Collateral. Intentionally Deleted.

Section 6.14. Sales Tax Remittance Agreement. As long as the Note is outstanding. the Sales Tax Remittance Agreement shall continue in existence, with no amendments or modifications without Bank's prior written consent.

ARTICLE VII

NEGATIVE COVENANTS

Until the Loan and all Obligations owing by Borrower to the Bank are fully paid and satisfied, Borrower will not, without first obtaining the prior written consent of the Bank:

Section 7.1. Nature of Business. Make any material change in the nature of its business as carried on as of the Closing Date.

Section 7.2. Liquidations, Mergers, Consolidations. Become a party to a merger or consolidation, or purchase or otherwise acquire all or a substantial part of the assets of any Person

or any shares or other evidence of beneficial ownership of any Person, or dissolve, liquidate or cease operations.

Section 7.3. Sale of Assets. Sell, lease, assign, transfer or otherwise dispose of any of its assets, other than in the ordinary course of business.

Section 7.4. Sale and Leaseback. Intentionally Deleted.

Section 7.5. Liens. Create, incur or permit to exist any Lien or encumbrance on any of its assets, other than (a) Liens and security interests securing Indebtedness owing to Bank, and/or (b) Liens and security interests existing as of the Closing Date which have been disclosed to and approved by Bank in writing.

Section 7.6. Indebtedness. Create, incur, permit or assume any Indebtedness, other than (a) Indebtedness to Bank, and (b) Indebtedness outstanding on the Closing Date which has been disclosed to and approved by Bank in writing.

Section 7.7. Transfer of Ownership. Intentionally Deleted.

Section 7.8. Restriction and Encumbrances. Intentionally Deleted.

Section 7.9. Loans and Investments. Make any advance, loan, extension of credit, or capital contribution to or investment in, or purchase any stock, bonds, notes, debentures, or other securities of, any Person involving amounts in excess of $50,000.00.

Section 7.10. Transactions with Affiliates. Enter into any transaction, including, without limitation, the purchase; sale or exchange of property or the rendering of any service, with any Affiliate of Borrower, except in the ordinary course of and pursuant to the reasonable requirements of Borrower's business and upon fair and reasonable terms no less favorable to Borrower than would be obtained in a comparable arm's length transaction with a Person not an Affiliate of Borrower.

Section 7.11. Dividends. Declare or pay any dividends on any shares of its Capital Stock, make any other Distributions with respect to any payment on account of the purchase, redemption, or other acquisition or retirement of any shares of its Capital Stock.

Section 7.12. Environmental Responsibilities. Intentionally Deleted.

Section 7.13. Margin Stock. Use any portion of the proceeds of the Loans (i) in connection with, whether directly or indirectly, any tender offer for, or other acquisition of, stock of any corporation with a view towards obtaining control of such other corporation, unless such tender offer or other acquisition is to be made on a negotiated basis with the approval of the board of directors of the Person to be acquired (ii) directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any "margin stock" within the meaning of Regulation T, U, or X issued by the Board of Governors of the Federal Reserve System, as at any time amended, or (iii) for any purpose in violation of any applicable law or regulation.

Section 7.14. Leases. Intentionally Deleted.

Section 7.15. Liquidation of Revenue Fund. Assign, transfer, or otherwise dispose of any funds in the Reserve Fund (as defined in the Sales Tax Pledge Agreement) other than as provided in the Sales Tax Pledge Agreement.

ARTICLE VIII

FINANCIAL REPORTING AND FINANCIAL COVENANTS

Until the Loan and all Obligations owing by Borrower to the Bank are fully paid and satisfied, Borrower will comply with the following financial covenants.

Section 8.1. Furnish the Bank the following financial information:

(a) Annual Financial Statements. As soon as available, and in any event within ninety (90) days after the end of each fiscal year, Borrower will provide the Bank with a copy of Borrower's annual year-end financial statements prepared by Borrower's customary Certified Public Accountant on an "audited" basis, said financial statements to be in a form and substance acceptable to the Bank in all respects.

(b) Reserved As A Placeholder.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default. Each of the following will constitute an "Event of Default" under this Loan Agreement:

(a) The failure, refusal or neglect of Borrower to pay when due any part of the principal of, or interest due on the Loan or any other Indebtedness Borrower now or hereafter owes the Bank.

(b) The failure of Borrower to timely and properly observe, keep or perform any covenant, agreement or condition required herein or in any of the other Loan Documents.

(c) Any representation or warranty contained herein, in any of the other Loan Documents or in any other document ever delivered by Borrower to Bank in connection with the Loan is false, misleading, erroneous or breached in any material respect.

(d) If Borrower: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to or is unable to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within 60 days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for

relief under the Applicable Bankruptcy Laws or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement. extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of 30 days any attachment, sequestration or similar writ levied upon any Property of such party; or (vi) fails to pay within 30 days any final money judgment against such party.

(e) A levy against the Collateral or any part thereof, or against any material portion of Borrower's other property, or any execution, garnishment, attachment, sequestration or other writ or similar proceeding which is not permanently dismissed or discharged within 30 days after such levy.

(f) Abandonment of any portion of the Collateral or of any material portion of any of the other property of Borrower or any Obligated Party.

(g) The dissolution, liquidation, termination or forfeiture of the right to do business of Borrower, or if Borrower is an individual, the death or disability of the Borrower.

(h) An inability of Borrower to satisfy any condition specified herein as precedent to the obligation of Bank to make an Advance.

(i) Borrower shall have (i) concealed, removed, or permitted to be concealed or removed-any part of its property or assets with the intent to hinder, delay or defraud any of its creditors; or (ii) made or suffered a transfer of any of its property assets which may be fraudulent under any bankruptcy, fraudulent conveyance or similar Governmental Requirement; or (iii) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a Lien upon any of its property or assets through legal proceedings or distraint which Lien is not permanently vacated within 30 days from the Closing Date.

(j) The occurrence of any event or condition which results in, or with notice or lapse of time or both could result in, a default in the payment of any Indebtedness or performance of any obligation of Borrower to any Person other than Bank, excluding any Indebtedness or obligation not exceeding, individually or in the aggregate, $50,000.00.

(k) The occurrence of a Material Adverse Change.

(l) The occurrence of any default under any other documents evidencing or securing any other Indebtedness the Borrower now or hereafter owes the Bank.

(m) The issuance or entry of any attachment or other Lien (other than Bank's Lien against the Collateral) against any of the property and assets of Borrower for an amount in excess of $50,000.00, if undischarged, unbonded or undismissed within 30 days after such entry.

(n) Any Loan Document or any provision thereof ceases to be in full force and effect; or Borrower or any Obligated Party or any other Person contests the validity or enforceability of any Loan Document or any provision thereof; or Borrower or any Obligated Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document or any provision thereof.

Nothing contained in this Loan Agreement will be construed to limit the events of default enumerated in any of the other Loan Documents and all such events of default will be cumulative.

Section 9.2. Cure Periods. The occurrence of any Non-Monetary Defaults listed in Sections 9.01(c), (g), (h), (i) and (n) ("No Notice Defaults") shall constitute an Event of Default immediately upon the occurrence of the event constituting such default. The occurrence of any Monetary Defaults under Section 9.01(a) or (k) shall constitute an Event of Default if the Bank shall declare such occurrence as an Event of Default and notifies Borrower in writing of same, and Borrower shall fail to cure such Events of Default within ten (10) calendar days following notice from the Bank. The occurrence of any other Non-Monetary Default shall constitute an Event of Default hereunder if the Bank shall declare such occurrence as an Event of Default and notifies Borrower in writing of same, and Borrower shall fail to cure such Event of Default, within thirty (30) calendar days following notice from the Bank.

Section 9.3. Remedies. If an Event of Default shall have occurred and be continuing, or a default in the performance of any duty or covenant provided by law or in this Agreement, the Note, the Sales Tax Pledge Agreement, the Sales Tax Remittance Agreement, and any other instrument authorizing, securing or collateral to the Note, the Lender may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the Corporation to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that the Lender may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the Corporation under this Agreement, the Note, the Sales Tax Pledge Agreement, the Sales Tax Remittance Agreement, and any other instrument authorizing, securing or collateral to the Note, including the deposit of the Sales Tax Revenues pledged to the repayment of the Note into the special funds provided therefor, and the application of such pledged Sales Tax Revenues in the manner required in this Agreement, the Note, the Sales Tax Pledge Agreement, the Sales Tax Remittance Agreement, and any other instrument authorizing, securing or collateral to the Note. The rights of Bank and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that Bank or its Affiliates may have. Bank agrees to notify Borrower promptly after any such setoff and application. provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 9.4. Reserved As A Placeholder.

Section 9.5. Reserved As A Placeholder.

Section 9.6. Rights Cumulative; Election of Remedies. All rights and remedies of Bank under the terms of this Loan Agreement will be cumulative of, and in addition to, the rights and remedies of Bank under any and all other agreements between Borrower and Bank (including, but

not limited to, the other Loan Documents), and not in substitution or diminution of any rights and remedies now or hereafter held by Bank under the terms of any other agreement Such rights and remedies may be pursued separately, successively or concurrently against Borrower, or any Obligated Party or any Property covered under the Loan Documents at the sole discretion of Bank. The exercise or failure to exercise any of the same will not constitute a waiver or release thereof or of any other Right, and the same will be nonexclusive.

Section 9.7. Waiver of Deficiency Statute. Intentionally Deleted.

Section 9.8. Expenses of Bank. If an Event of Default has occurred, Borrower shall pay to Bank on demand: (a) all costs and expenses incurred by Bank in connection with the administration of this Loan Agreement and the other Loan Documents and any and all amendments, modifications, renewals, extensions, increases, and supplements thereof and thereto, including, without limitation, the fees and expenses of Bank's legal counsel and professionals, (b) all costs and expenses incurred by Bank in connection with the enforcement, workout or restructure of this Loan Agreement or any other Loan Document, including, without limitation, the fees and expenses of Bank's legal counsel and professionals, and (c) all other costs and expenses incurred by Bank in connection with this Loan Agreement or any other Loan Document, including, without limitation, all costs, expenses. taxes, assessments, filing fees, and other charges levied by a Governmental Authority or otherwise payable in respect of this Loan Agreement or any other Loan Document.

ARTICLE X

MISCELLANEOUS.

Section 10.1. Waiver and Agreement. Neither the failure nor any delay on the part of Bank to exercise any right, remedy, power or privilege herein or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of such right, remedy, power or privilege preclude any other or further exercise thereof or the ·exercise of any other right, remedy, power or privilege. No waiver of any provision in this Loan Agreement or in any of the other Loan Documents and no departure by any Obligated Party therefrom will be effective unless the same will be in writing and signed by Bank, and then will be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing. No modification or amendment to this Loan Agreement or to any of the other Loan Documents will be valid or effective unless the same is signed by the party against whom it is sought to be enforced.

Section 10.2. Benefits. This Loan Agreement will be binding upon and inure to the benefit of Bank and Borrower, and their respective successors and assigns, provided, however, that Borrower may not, without the prior written consent of Bank, assign or encumber any interests, rights, remedies, powers, duties or obligations under this Loan Agreement or any of the other Loan Documents.

Section 10.3. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by fax or electronic communication as follows:

(i) if to the Borrower, to:

Pharr Economic Development Corporation II
1215 S. Cage Boulevard
Pharr, Texas 78577

(ii) if to the City, to:

City of Pharr, Texas
118 S. Cage Boulevard
Pharr, Texas 78577

(iii) if to the Bank, to:

Lone Star National Bank
P.O. Box 1127
Pharr, Texas 78577
Attention: Sonia Falcon

and

Lone Star National Bank
520 E. Nolana
McAllen, Texas 78584
Attention: Sonia Falcon

With a copy to:

William T. Avila, Partner
Bracewell LLP
Bank of America Plaza
300 Convent Street, Suite 2700
San Antonio, Texas 78205

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications shall be effective as provided in said paragraph (b).

(b) Unless the Bank otherwise prescribes, (i)notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address, fix number or email address for notices and other communications hereunder by notice to the other parties hereto.

Section 10.4. Continuation and Survival. All covenants, agreements, representations and warranties made in or pursuant to this Loan Agreement and the other Loan Documents will be deemed continuing and made at and as of the date of this Loan Agreement and at and as of all times thereafter. All statements contained in any certificate, financial statement,. legal opinion or other instrument delivered by or on behalf of Borrower pursuant to or in connection with any of the Loan Documents will constitute additional representations and warranties made under this Loan Agreement. All covenants, agreements, representations and warranties made in or pursuant to this Loan Agreement and the other Loan Documents will survive until payment in full of all sums owing and performance of all other obligations hereunder by Borrower to Bank and will not be waived by the execution and delivery of this Loan Agreement, any Advance, completion of construction of the Improvements, any investigation by Bank or any other event except a specific written waiver by Bank.

Section 10.5. Usury. The parties hereto intend to conform strictly to the applicable Governmental Requirements pertaining to usury. In no event, will the interest contracted for, charged or received by Bank hereunder or otherwise exceed the maximum amount permissible under applicable Governmental Requirements. If, from any circumstance whatsoever, interest would otherwise be payable to Bank in excess of the maximum lawful amount, the interest payable to Bank will be reduced automatically to the maximum amount permitted under applicable Governmental Requirements. If Bank will ever receive anything of value deemed interest under applicable Governmental Requirements which would apart from this provision be in excess of the maximum lawful amount, an amount equal to any amount which would have been excessive interest will be applied to the reduction of the principal amount owing on the Obligations in the inverse order of its maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid principal balance of the Obligations, such excess will be refunded to Borrower. The interest and any other amounts that would have been payable in respect of any portion of the Obligations or during any period but were not payable as a result of the operation of this Section shall be cumulated and the interest and other amounts on any other portion of the Obligations or periods shall be increased (but not above the maximum amount permitted under applicable Governmental Requirement) until such cumulated amount shall have been received by Bank. All interest paid or agreed to be paid to Bank will, to the extent permitted by applicable Governmental Requirements, be amortized, prorated, allocated and spread

throughout the full stated term (including any renewal or extension) of such Indebtedness so that the amount of interest on account of such Indebtedness does not exceed the maximum permitted by applicable Governmental Requirements. The provisions of this Section will control all existing and future agreements between Borrower and Bank.

Section 10.6. No Third Party Beneficiary. This Loan Agreement is for the sole benefit of Bank and Borrower and is not for the benefit of any third party.

Section 10.7. Bank's Consent or Approval. Except where otherwise expressly provided in the Loan Documents, in any instance where the approval, consent or the exercise of judgment of Bank is required, the granting or denial of such approval or consent and the exercise of such judgment will be (a) within the sole discretion of Bank; and (b) deemed to have been given only by a specific writing intended for the purpose and executed by Bank Each provision for consent, approval, inspection, review, or verification by Bank is for Bank's own purposes and benefit only.

Section 10.8. Applicable Governmental Requirements. This Loan Agreement and the other Loan Documents have been executed and delivered in the State of Texas, are performable in Hidalgo County, Texas, and will be governed by and construed in accordance with the Governmental Requirements of the State of Texas and the Governmental Requirements of the United States applicable to transactions within the State of Texas. Except to the extent that the Governmental Requirements of the United States may apply to the terms hereof, the substantive Governmental Requirements of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Loan Agreement and the other Loan Documents. In the event of a dispute involving this Loan Agreement, any other Loan Document or any other instrument executed in connection herewith, Borrower irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Hidalgo County, Texas.

Section 10.9. Loan Agreement Governs. This Loan Agreement, together with the other Loan Documents, comprise the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the terms of this Loan Agreement and any terms of any other Loan Document, the terms of this Loan Agreement will govern; provided, that the inclusion of supplemental rights or remedies in favor of Bank in any other Loan Document will not be deemed a conflict with this Loan Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and will be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.10. Time of Essence. Time will be of the essence in this Loan Agreement.

Section 10.11. Invalid Provisions. If any provision of this Loan Agreement or any of the other Loan Documents is held to be illegal, invalid or unenforceable under present or future Governmental Requirements, such provision will be fully severable and the remaining provisions of this Loan Agreement or any of the other Loan Documents will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

Section 10.12. Expenses of Bank. Borrower shall pay to Bank on demand: (a) all costs and expenses incurred by Bank in connection with any and all amendments, modifications, renewals,

extensions, restatements, increases, and supplements thereof and thereto, including, without limitation, the fees and expenses of Bank's legal counsel and professionals, (b) all costs and expenses incurred.by Bank in connection with the enforcement, workout or restructure of this Loan Agreement or any other Loan Document, including, without limitation, the tees and expenses of Bank's legal counsel and professionals, and (c) all other costs and expenses incurred by Bank in connection with this Loan Agreement or any other Loan Document, including, without limitation, all costs, expenses, taxes, assessments, filing fees, and other charges levied by a Governmental Authority or otherwise payable in respect of this Loan Agreement or any other Loan Document.

Section 10.13. INDEMNIFICATION OF BANK. BORROWER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE BANK AND ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES AND COUNSEL (EACH AN "INDEMNIFIED PERSON") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, DEFICIENCY AND EXPENSE (INCLUDING INTEREST, PENALTIES, ATTORNEY'S FEES AND AMOUNT PAID IN SETTLEMENT) TO WHICH ANY INDEMNIFIED PERSON MAY BECOME SUBJECT, ARISING OUT OF OR BASED UPON THE LOAN, THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY AND ALL LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, DEFICIENCY OR EXPENSE RESULTING FROM THE BANK'S SOLE OR CONTRIBUTORY NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, DEFICIENCY OR EXPENSE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PERSON.

Section 10.14. Participation of the Loan. Borrower agrees that Bank may, at its option, sell interests in the Loan and its rights and remedies under this Loan Agreement to one or more financial institutions or other Person acceptable to Bank and, in connection with each such sale, Bank may disclose any financial and other information available to Bank concerning Borrower or any Obligated Party to each prospective purchaser.

Section 10.15. Counterparts; Facsimile Documents and Signatures. This Loan Agreement may be separately executed in any number of counterparts, each of which will be an original, but all of which, taken together, will be deemed.to constitute one and the same instrument. For purposes of negotiating and finalizing this Loan Agreement, if this document or any document executed in connection with it is transmitted by facsimile machine, electronic mail or other electronic transmission, it will be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine or electronic mail will be considered for all purposes as an original signature. Any such transmitted document will be considered to have the same binding legal effect as an original document. At the request of any party, any faxed or electronically transmitted document will be re-executed by each signatory party in an original form.

Section 10.16. Imaging of Documents. Borrower understands an agrees that (a) Bank's document retention policy may involve the electronic imaging of executed Loan Documents and the destruction of the paper originals, and (b) Borrower waives any right that it may have to claim that the imaged copies of the Loan Documents are not originals.

Section 10.17. No Oral Agreements. The term "WRITTEN AGREEMENT" will include this Loan Agreement, together with each and every other document relating to and/or securing the Obligations, regardless of the date of execution. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10.18. WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER, GUARANTOR, AND OTHER OBLIGATED PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE GOVERNMENTAL REQUIREMENT, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). BORROWER (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SIGNATURES TO FOLLOW

(*The remainder of this page intentionally left blank.*)

Executed as of the date first written above.

BORROWER:

PHARR ECONOMIC DEVELOPMENT CORPORATION II, a Texas non-profit Type B economic development corporation

By:_____
Name: Ambrosio Hernandez
Title: President

BANK:

LONE STAR NATIONAL BANK,
a national banking association

By:_____
Name: Sonia Falcon
Title: Senior Vice Presient

Exhibit A

ADVANCE REQUEST AND
COMPLIANCE CERTIFICATE

This Advance Request and Compliance Certificate is delivered pursuant to Section 4.2(d) of the Loan Agreement dated as of _____ 20__ (together with all amendments and modifications, if any, from time to time made thereto, the "Loan Agreement"), between Pharr Economic Development Corporation II, a Texas non-profit industrial development corporation (the "Borrower") and Lone Star National Bank. Unless otherwise defined, terms used herein have the meanings provided in the Loan Agreement.

The undersigned, being the duly elected, qualified and acting PRESIDENT_____of Borrower, on behalf of the Borrower and solely in his or her capacity as an officer of the Borrower, hereby certifies and warrants that:

1. He or she is the PRESIDENT____ of the Borrower and that, as such, he or she is authorized to execute this certificate on behalf of the Borrower.

2. As of _____20_____:	COMPLIANCE:	
(a) The Borrower was not in default of any of the provisions of the Loan Agreement during the period as to which this Advance Request and Compliance Certificate relates;	In Compliance	Not Incompliance
(b) The Borrower delivered its annual year-end certified public accountant audited financial statements within (90) days of its fiscal year end on _____, 20_____.	In Compliance	Not Incompliance
(c) The Guarantor delivered its annual year-end certified public accountant audited financial statements within ninety (90) days of its fiscal year end on _____, 20_____., along with Guarantor's cash flow statements and a list of its contingent liabilities.	In Compliance	Not Incompliance

3. Borrower hereby requests an advance of $_____ pursuant to the Loan Agreement for the specific working capital purpose of _____ (the

"Advance Request"). Borrower certifies that the Advance Request has been approved by Borrower's Board of Directors and satisfies all Loan Agreement and Governmental Requirements.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Advance Request and Compliance Certificate this _____ day of _____ 20___.

Pharr Economic Development Corporation II, a Texas non-profit Type B economic development corporation

By:_____

Name: Ambrosio Hernandez

Title: President

Pharr Economic Development Corporation II 1215 S Cage Boulevard Pharr, Texas 78577 **BORROWER'S NAME AND ADDRESS** Includes each borrower above jointly and severally	Lone Star National Bank P 0 Box 1127 Pharr Texas 78577 **LENDER'S NAME AND ADDRESS** Includes the lender, its successors and assigns.	Loan Number_____ Date: September 11, 2019 Maturity Date: September 11, 2020 Loan Amount: $5,000,000 00 Renewal Of: Loan Number 257250 Dated June 20, 2016

DISCLAIMER OF ORAL AGREEMENT

The Borrower, any other obligor, and Lender, hereinafter the Parties, have entered into a transaction generally described as a renewal and extension of a $5,000,000 June 2016 revolving line of credit loan. In conjunction with this transaction, the Parties have executed one or more promissory notes, assignments, security agreement, mortgages, deed of trust or other documents. It is the intention of the Parties that this Disclaimer by incorporated by reference into each of the documents so executed for this transaction.

The Parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as amended and supplemented hereby, and the no agreements or promises exist between the Parties that are not reflected in the language of the various documents executed in conjunction with this transaction.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower:

Pharr Economic Development Corporation II, a Texas non-profit Type B economic development corporation

By: _____

Name: Ambrosio Hernandez

Title: President

Lender:

Lone Star National Bank, a national banking association

By: _____

Name: Sonia Falcon

Title: Senior Vice President

Promissory Note

Pharr Economic Development Corporation II 1215 S Cage Boulevard Pharr, Texas 78577 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above (jointly and	Lone Star National Bank 118 S. Cage Boulevard Pharr Texas 78577 **LENDER'S NAME AND ADDRESS** "You" means the ender, its successors and assigns.	Loan Number: 257250 Date: September 11, 2019 Maturity Date: September 11, 2020 Loan Amount: $5,000,000 00 Renewal Of Loan Number 257250

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Five Million and No/100 Dollars ($5.000,000 00).

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this Promissory Note ("Note") On September 11, 2019 I will receive the amount of $_____ and future principal advances are contemplated.

Conditions: The conditions for future advances are as detailed is a Loan Agreement of even date herewith between Borrower and Lender, as the same may be amended and/or modified from time to time.

☒ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on September 11, 2020.

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay Interest on the outstanding principal balance from September 11, 2019 at the rate of 5.25% per year until the Index Rate Changes.

☒ **Variable Rate:** This rate may change as stated below.

☒ **Index Rate:** The future rate will be zero (0) percent plus the following index rate: Wall Street Journal Prime

☒ **Ceiling Rate:** The interest rate ceiling for this note is the 18% ceiling rate announced by the Credit Commissioner from time to time.

☒ **Frequency and Timing:** The rate on this note may change as often as Daily. A change in the interest rate will take effect the same day the Index changes.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than 18% or less than 5.25%. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change In the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on an actual/360 day basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing alter maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above)

☒ at a rate equal to eighteen percent (18.0%)

☐ **LATE CHARGE:** If a payment is made more than (10) calendar days after it is due, I agree to pay a late charge of five percent (5%) of the amount of the overdue payment but only once on each late payment.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay ☐ the following charges which ☐ are ☐ are not included in the principal amount above.

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest monthly, commencing October 11, 2019 and continuing monthly thereafter on the 11th day of each calendar month until the Note's maturity on September 11, 2020, at which time all accrued but unpaid interest shall be due and payable in full.

☒ **Principal:** I agree to pay the principal of this Note in full on September 11, 2020.

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of $_____ and will be due _____. A payment of $_____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and Interest will be due_____.

PURPOSE: The purpose of this loan is to Renew and Extend Loan # 257250 Operating and Working Capital.

ADDITIONAL TERMS:

The interest rate shall change as Wall Street Journal Prime changes from time to time. "Wall Street Journal Prime" shall be the rate quoted in the paper edition of the money rates section of The Wall Street Journal from time to time.

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale lease, license, exchange or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This Includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☐ **Farm Products and Supplies:** All term products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines and other supplies used or produced in my farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles and benefits Including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government Program.

☐ **Investment Property:** All investment property including, but not limited to certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description:** The Property includes, but is not limited by, the following:

A first lien security interest in a one-half of one percent (½¢) economic sales and use tax pursuant to a Sales Tax Remittance Agreement and Sales Tax Pledge Agreement of even date herewith.

If this agreement covers timber to be cut, enter real estate description and record owner information _____

_____

_____

_____

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.
Borrower/Owner State of organization/registration (if applicable)_____ Texas.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY – This agreement secures this note and any other debt I have with you now or later. However, it will not secure other debts if you fail with respect to such other debts to make any required disclosure about this security agreement or it you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION – My name Indicated on page 1 is my exact legal name. If I am an Individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days' notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY- I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described in this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Properly and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) it the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law of this security agreement.

PURCHASE MONEY SECURITY INTEREST – For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER – You are authorized to pay on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums) You may (real those payments as advances end add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

COLLATERAL PROTECTION INSURANCE NOTICE

As part of this agreement, I am giving you a security interest in the Property described in the SECURITY section on pages 1 and 2. I am required to maintain insurance on the Property in an amount at least equal to my Indebtedness. I agree to purchase the insurance from an insurer authorized to do business in Texas or an eligible surplus lines insurer. I will name you as loss payee under the policy. I understand that I may be required to deliver a copy of the property insurance policy and proof of payment of premiums to you. If I fail to meet any of these requirements. you may obtain collateral protection insurance on my behalf. It you purchase insurance for the Properly, I will be responsible for the cost of that insurance, including interest and any other charges incurred by you in Connection with the placement of collateral protection insurance.

WARRANTIES AND REPRESENTATIONS – If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described on page 1 and this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed_____

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Properly, I will note your interest on the face of the chattel paper or instruments.

DEFAULT – I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

REMEDIES – If I default you have all of the rights and remedies provided In the note, under the Uniform Commercial Code and under the laws of the state of Texas. You may require me to make the secured properly available to you at a place which is reasonably convenient. You may take possession of the secured property and set it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST – I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commerce Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS – As used on pages 1 and 2, "E" means the terms that apply to this loan "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors endorsers and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW – The law of the state of Texas will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceable of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS – Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued and unpaid interest, and then unpaid principal. If you and I agree to a different application of payments we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when

I make the prepayment you and I agree in writing to the contrary).

INTEREST – Interest accrues on the principal remaining unpaid from time to time until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE – The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index or the margin that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE – For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the dale you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS – If this is a single advance loan you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS – If this is a multiple advance loan you and I expect that you will make more than one advance of principal. If this is closed end credit repaying a part of the principal will not entitle me to additional credit.

SET-OFF – I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

*Right to receive money from you means

(1) any deposit account balance I have with you;
(2) any money owed to me on an Item presented to you or in your possession lor collection or exchange; and
(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of the accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT – I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

(1) I fail to perform any obligation which I have undertaken in this note or any agreement securing this note;
(2) you, in good faith, believe that the prospect of payment or the prospect of my performance of any other obligations under this note or any agreement securing this note is impaired; or
(3) I fail to pay, or keep any promise, on any debt or agreement I have with you unless otherwise prohibited by law.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES – If I am in default on this note, you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of my debt under this note (principal, accrued unpaid interest and other accrued charges).
(2) You may demand security or additional security as a condition for not using any other remedy.
(3) You may refuse to make advances to me or allow purchases on credit by me.
(4) You may use any remedy you have under state or federal law.
(5) You may make use of any remedy given to you in any agreement securing this note

By selecting any one or more of these remedies you do not give up your tight to use later any other remedy. By waiving your right to declare an event to be a default you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES – I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER – I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest);
(3) give notice that amounts due have not been paid (notice of dishonor);
(4) give notice of intent to accelerate; or

(5) give notice of acceleration.

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT – I understand that I must pay this note even if someone else has also agreed to pay it (by for example signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full). I agree that you may at your option extend this note or the debt represented by this note or any portion of the note or debt, from time to time without limit to notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION – I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE AND SECURITY AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy of this note and security agreement on today's date.

Lender:

Lone Star National Bank

By: _____

Name: Sonia Falcon

Title: Senior Vice President

Borrower:

Pharr Economic Development Corporation II

By: _____

Name: Ambrosio Hernandez

Title: Presient

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera Created/Initiated - 10/29/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.1.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Bishop of the Roman Catholic Diocese of Brownsville, Texas, d/b/a Mother Cabrini Parish, 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 Single-Family Residential District (R-1).The property is legally described as being Lot 1, Saint Francis Xavier Cabrini Church Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Cage Boulevard. **CUP#201039**

Classification: Regular

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

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

Issue: Bishop of the Roman Catholic Diocese of Brownsville, Texas, d/b/a Mother Cabrini Parish, 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 Single-Family Residential District (R-1). **CUP#201039**

Financial Consideration: No fiscal impact.

Staff Recommendation: Development Services is recommending approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). 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

ROUTING:

Iris Mata	Created/Initiated - 10/28/2020
Melanie Cano	Approved - 10/28/2020
City Management Office	Final Approval - 10/30/2020

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 2, 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#201039** (MOTHER CABRINI PARISH)

GENERAL INFORMATION:

APPLICANT: Bishop of the Roman Catholic Diocese of Brownsville, Texas, d/b/a Mother Cabrini Parish, 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 Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lot 1, Saint Francis Xavier Cabrini Church Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 8001 South Cage Boulevard.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Heavy Commercial District (H-C) and Neighborhood Commercial District (N-C) to the north, General Business District (C) to the south, Residential Multi-Family District (R-MF) and General Business District (C) to the west, and Hidalgo ISD to the east. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

FIRE DEPARTMENT:	Pending Re-Inspection of the Conditional Use Permit.
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Seventeen (17) 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.

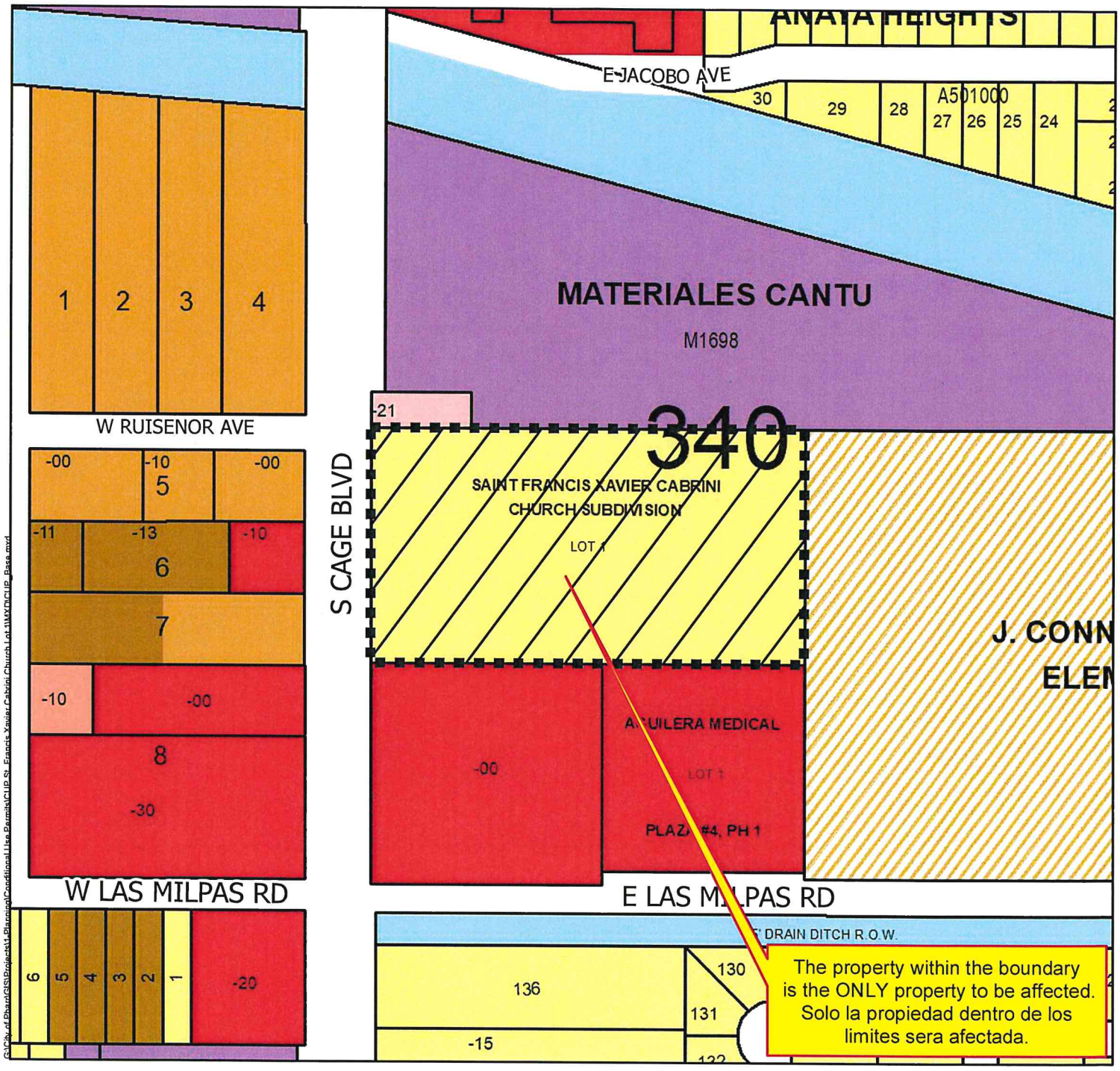
DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). If approved, this item must comply with the following conditions:

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
8. This is an existing use, and all requirements indicated above will apply as deemed appropriate by the Director of Development Services or designee.

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.

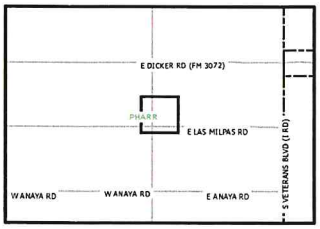
Proposed Conditional Use Permit
St. Francis Xavier Cabrini Lot 1
Nydia Elizabeth Cavazos

Pharr Engineering



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

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



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/6/2020

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

Proposed Conditional Use Permit
St. Francis Xavier Cabrini Lot 1
Nydia Elizabeth Cavazos

Pharr Engineering

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

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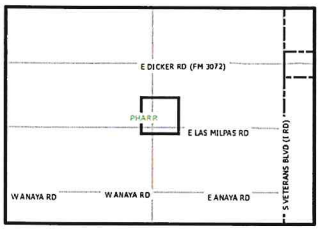
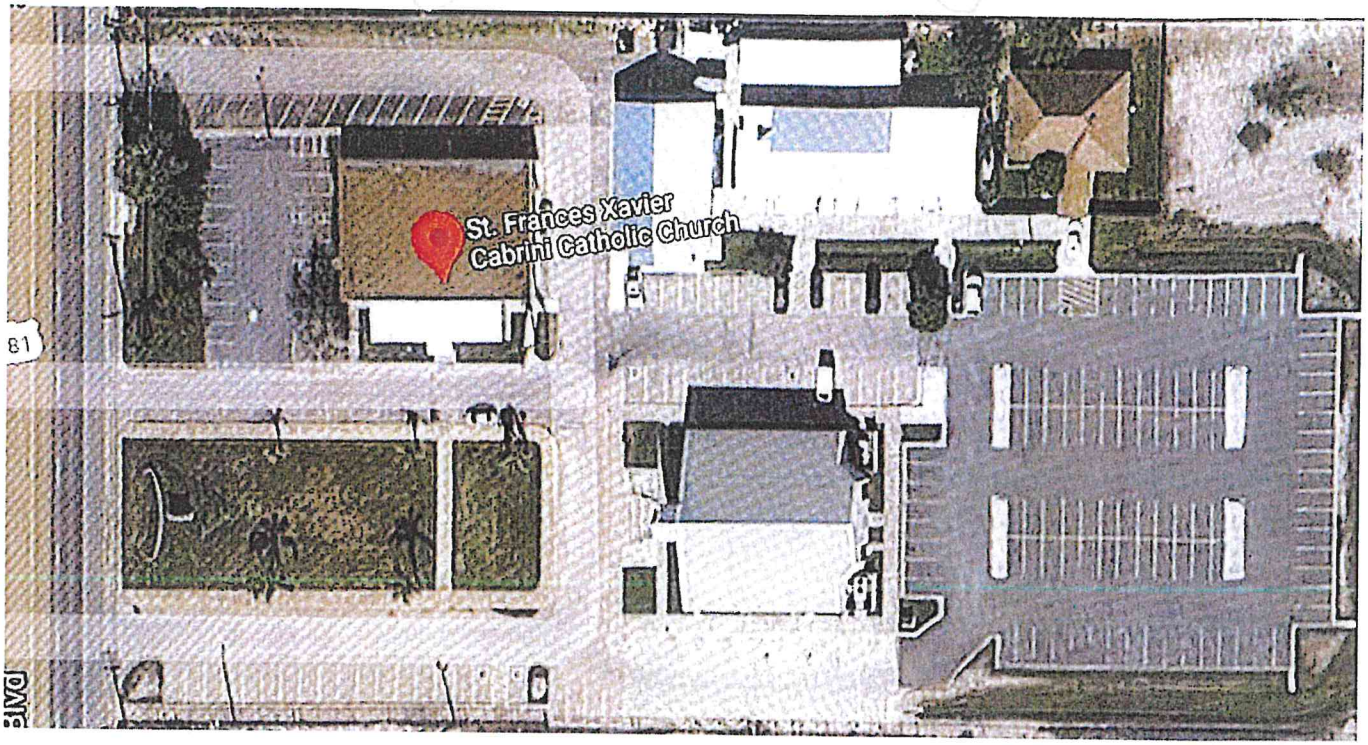


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/6/2020

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet


St. Frances Xavier
Cabrini Catholic Church
81
BLVD

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.2.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Tropical Island #2 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 all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857**

Classification: Regular

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

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

Issue: Tropical Island #2 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#180857**

Financial 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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

ROUTING:

Iris Mata	Created/Initiated - 10/28/2020
Melanie Cano	Approved - 10/28/2020
City Management Office	Final Approval - 10/30/2020

Pharr

MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

November 2, 2020

Conditional Use Permit **Renewal** for ABC – Tropical Island #2

Background:

Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Tropical Island.

The property is located at 1801 West Ridge 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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND #2_2018

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

www.pharr-tx.gov

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 2, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR **ABC** – FILE NO. **CUP#180857** (TROPICAL ISLAND #2)

GENERAL INFORMATION:

APPLICANT: Tropical Island #2 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 all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1801 West Ridge Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and west and Agricultural and/or Open Space District (A-O) to the east and 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 DIVISION:	Recommends approval of the Conditional Use Permit.

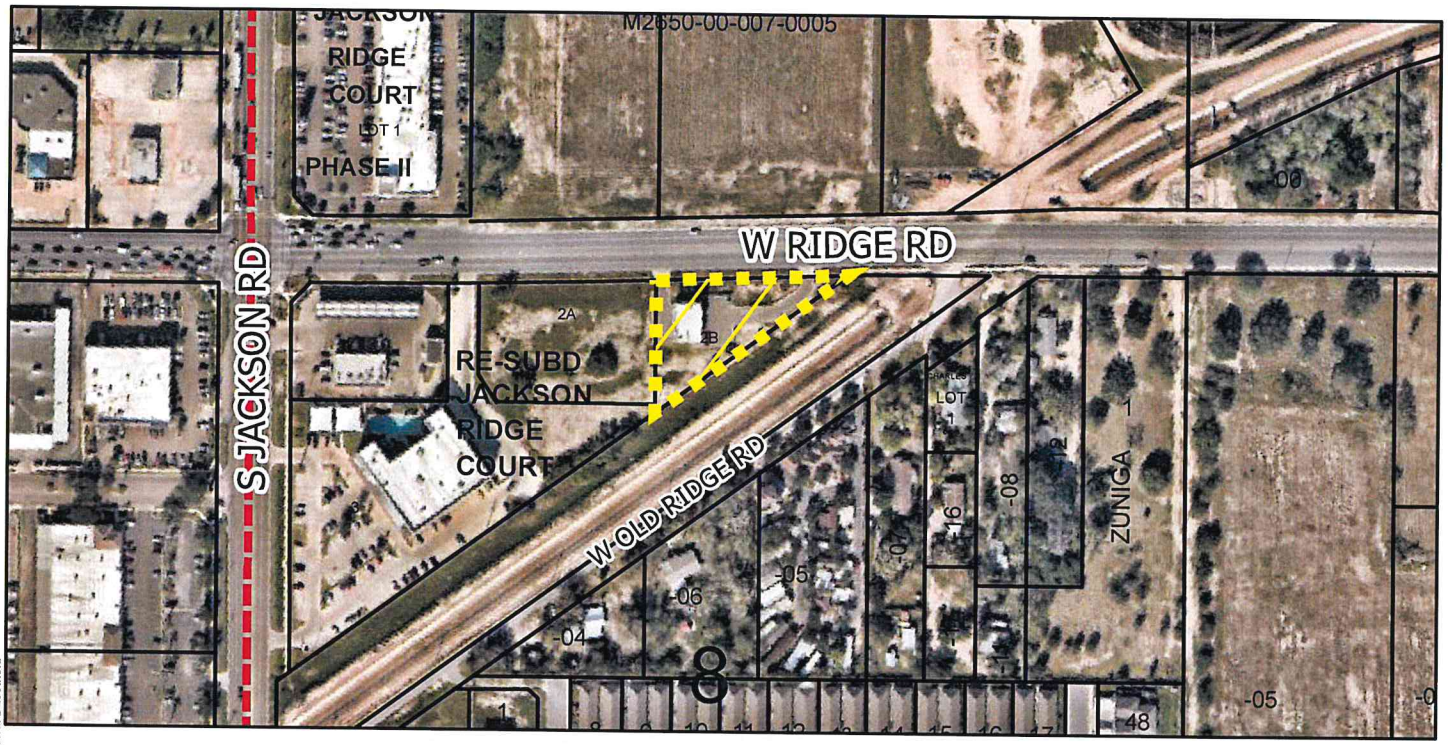
DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site and applicant being in compliance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

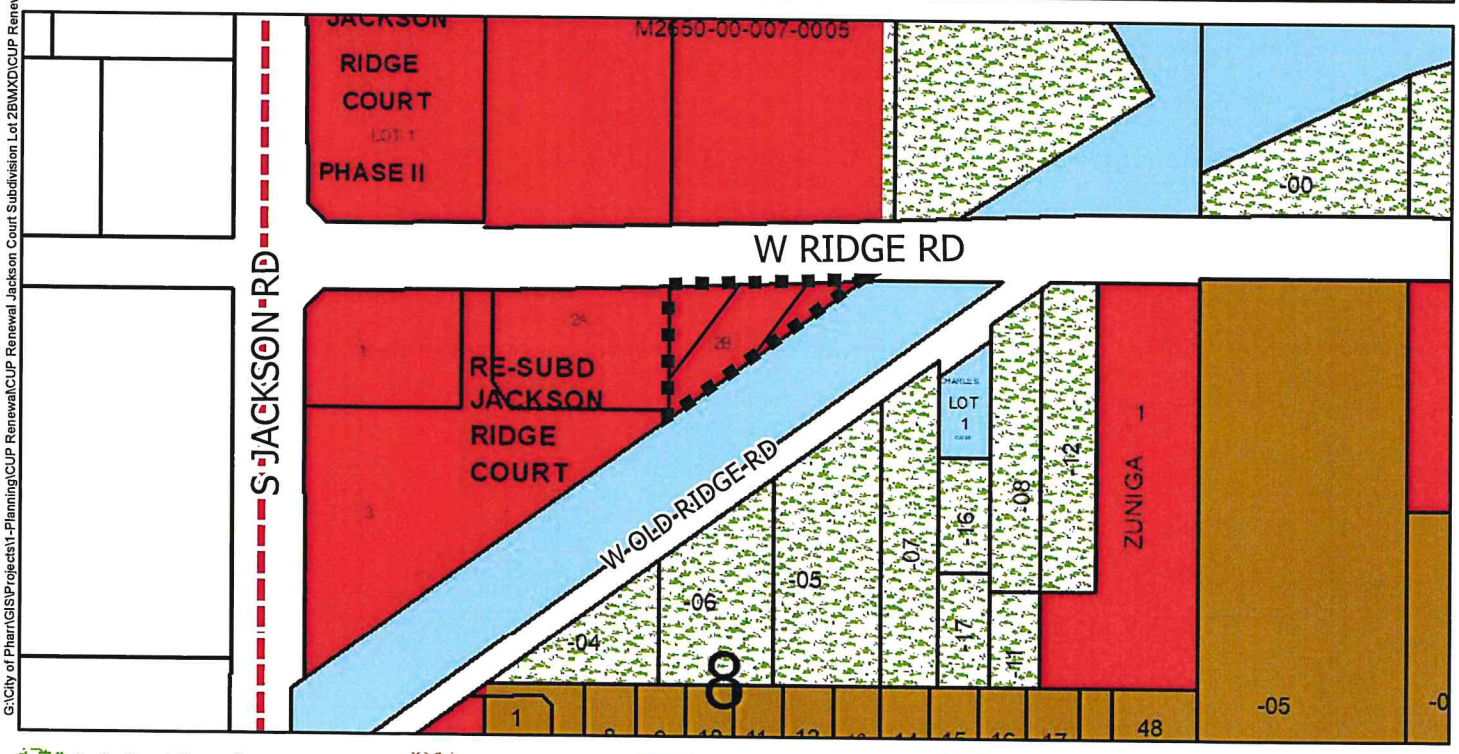
P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND #2_2018

Conditional Use Permit Renewal
Jackson Ridge Court Lot 2B
Tropical Island #2

Pharr
All-America City
2006

Pharr Engineering





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Jackson Court Subdivision Lot 2B\MXD\CUP Renewal Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 9/23/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.3.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Chipotle Texas, LLC, 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 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.The property's physical address is 500 North Jackson Road, Suite N-1. **CUP#160942**

Classification: Regular

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

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

Issue: Chipotle Texas, LLC, 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#160942**

Financial 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 site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

ROUTING:

Iris Mata	Created/Initiated - 10/28/2020
Melanie Cano	Approved - 10/28/2020
City Management Office	Final Approval - 10/30/2020

Pharr

MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

November 2, 2020

Conditional Use Permit **Renewal** for ABC – Chipotle Mexican Grill

Background:

Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Chipotle Mexican Grill #2888.

The property is located at is 500 North Jackson Road, Suite N-1. 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 request for 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-Chipotle Mexican Grill_2016

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

www.pharr-tx.gov

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 2, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160942** (CHIPOTLE MEXICAN GRILL #2888)

GENERAL INFORMATION:

APPLICANT: Chipotle Texas, LLC, 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 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-1.

ZONING: The property is currently zoned General Business District (C). The zoning to the north, south and east is General Business District (C) and Heavy Industrial District (H-I) and city limits lie 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.

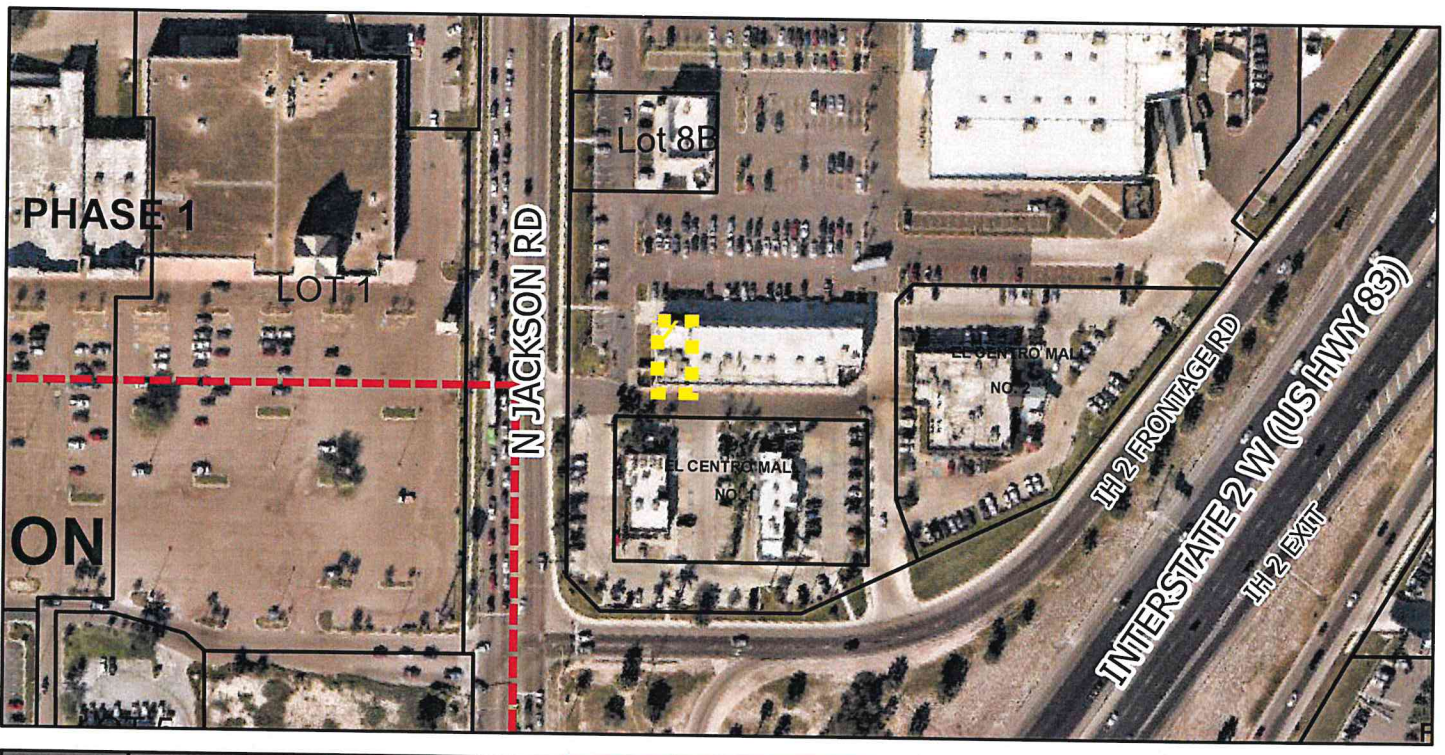
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with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

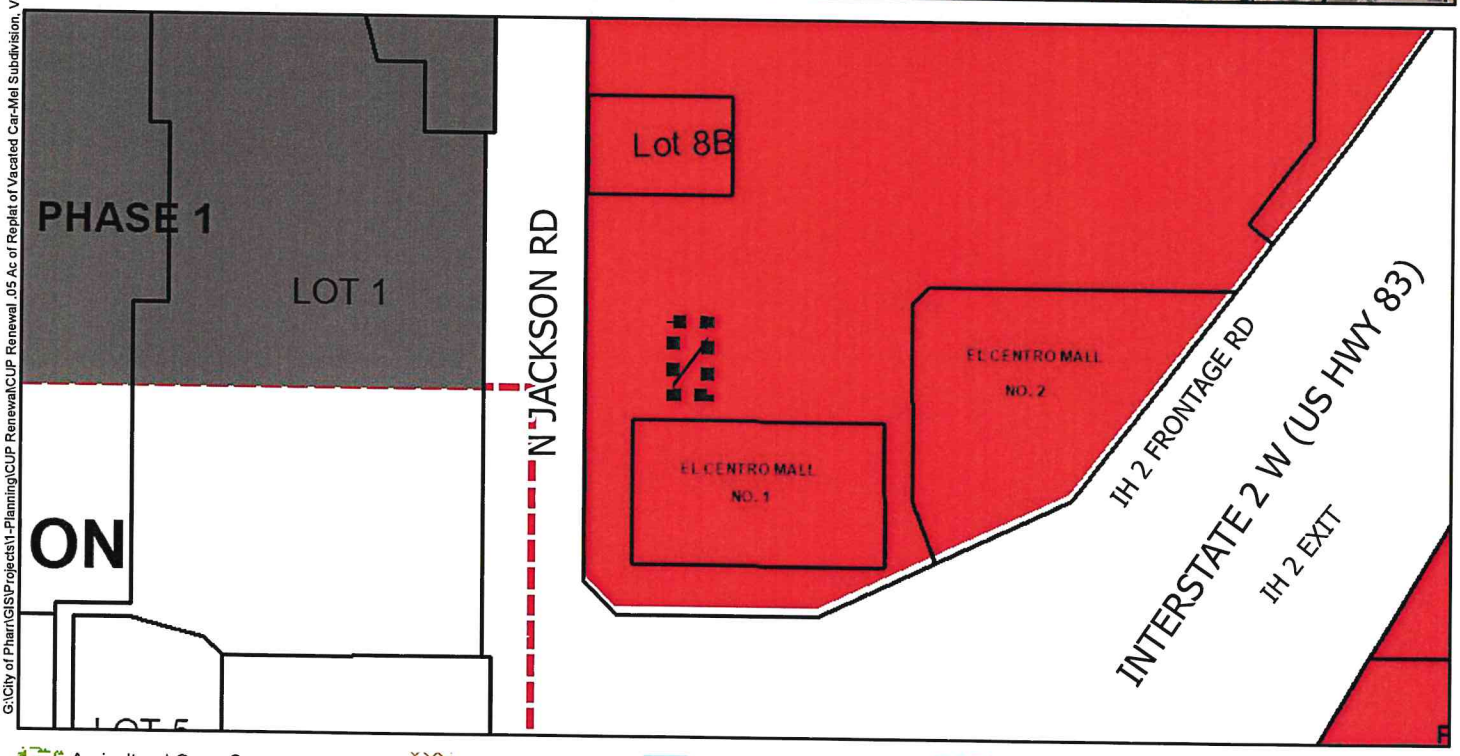
P:\Admin\CUPs\ABC-Chipotle Mexican Grill_2016

Conditional Use Permit Renewal
.05 Ac of Replat of Vacated Car-Mel Subdivision,
Vacated El Centro Mall No.3 & 4 Subdivision
Ronald Bonham/ Chipotle Texas, LLC

Pharr
All-America City
2006

Pharr Engineering





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal .05 Ac of Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No.4 SubMXD\CUP Renewal Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 9/23/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera Created/Initiated - 10/29/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.1.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt, Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Ridge Estates Phase II Subdivision. The property is legally described as being a 17.727 acre tract of land, more or less, being out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800 and 900 Block of West Minnesota Road. **SUB#180718**

Classification: Regular

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

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

Issue: Melden & Hunt, Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Ridge Estates Phase II Subdivision. . **SUB#180718**

Financial Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed West Ridge Estates Phase II Subdivision subject to the listed conditions. The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed West Ridge Estates Phase II Subdivision.

Alternatives: n/a

ROUTING:

Iris Mata	Created/Initiated - 10/28/2020
Melanie Cano	Approved - 10/28/2020
City Management Office	Final Approval - 10/30/2020

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 02, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: WEST RIDGE ESTATES PHASE II SUBDIVISION
FILE NO. **SUB#180718**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Ridge Estates Phase II Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 17.727 acre tract of land, more or less, being out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 800 and 900 Block of West Minnesota Road.

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

PROPERTY PROPOSED USE: Single-family residential homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed West Ridge Estates Phase II Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:	1. Pave 1/3 of R.O.W. for W. Minnesota Rd. in accordance with City Standards. 3-inch HMAC, 10-inch Base, 10-inch Stabilized subgrade, 24-inch Reinforced Curb & Gutter, 5-ft. Sidewalk and 18-inch RCP Storm Sewer Pipe (Drainage improvements). 2. W. Minnesota Rd. to be escrowed and an escrow agreement that indicates terms and conditions to be provided prior to recording of subdivision.
EASEMENTS:	1. Verify the width of AEP utility easement located between lots 100 and 101 shows 60' the rest shows 70'.
SIDEWALK: **ADA:**	1. Plat note #6, revise note to say "a 5 foot sidewalk with ADA compliant ramps and landings is required along the south side of W. Minnesota Rd. at subdivision construction stage". 2. Remedy all cracks and/or abrasions along curb and gutter.
FIRE PROTECTION:	1. See attach comments.
WATER:	1. In compliance.
SEWER:	1. In compliance.
DRAINAGE:	1. All drainage construction shall comply with City of Pharr Standards. 2. Drain ditch outfall to be fixed as per plans requirements.
OTHER:	1. Provide engineers signature on plat. 2. On metes & bound verify wording (description). 3. Show recorded subdivisions on location map. 4. Streetlights are to be installed prior to recording of subdivision. 5. Provide fencing along the east side and south side next to drainage ditch as indicated on Plat Note #16: Developer to construct fence for lots abutting/fronting any drainage ditch regardless of who owns it.
PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed West Ridge Estates Phase II Subdivision.

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr
Public Utilities

Ruben Rosales
Public Utilities Director

FINAL INSPECTION

WEST RIDGE PHASE II

****

COMMENTS: **Initials: J.R. / R.B.** **OCTOBER 7, 2020**

☒ **Approve** ☐ **Approved with Conditions** ☐ **Denied**

****

WATER:

- OK

SEWER:

- OK

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:_____

Pharr Fire Department

Pharr Fire – Rescue

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

Subdivision: West Ridge Estates Phase II Final (Approved with Conditions)

Reviewed By: Dago Soto Ass. Fire Marshal Date: Oct. 7, 2020

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

Additional Comments:

☒ **Fire lanes have not been painted**

☒ **Access road has not been punched out to W. Minnesota**

☐

Pharr Engineering

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: West Ridge Estate PH 2 Subdivision

DATE: October 7, 2020

Final Walk Thru – APPROVED W/CONDITIONS

PLAT

SITE PLAN

1. Remedy all cracks and/or abrasions along curb and gutter.
2. Temporary entrance along W. Minnesota must meet weight capacity for fire trucks.
3. General housekeeping, clear curb and gutter of dirt and debris if any.

DRAINAGE

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

Pharr Public Work

SUBDIVISION: Re-inspection final walk thru
West Ridge Estate Phase 2 Subdivision
W. Minnesota Rd.
Pharr Tx, 78577

DATE: 10/07/2020

Re-inspection: Decline

Plat Notes:

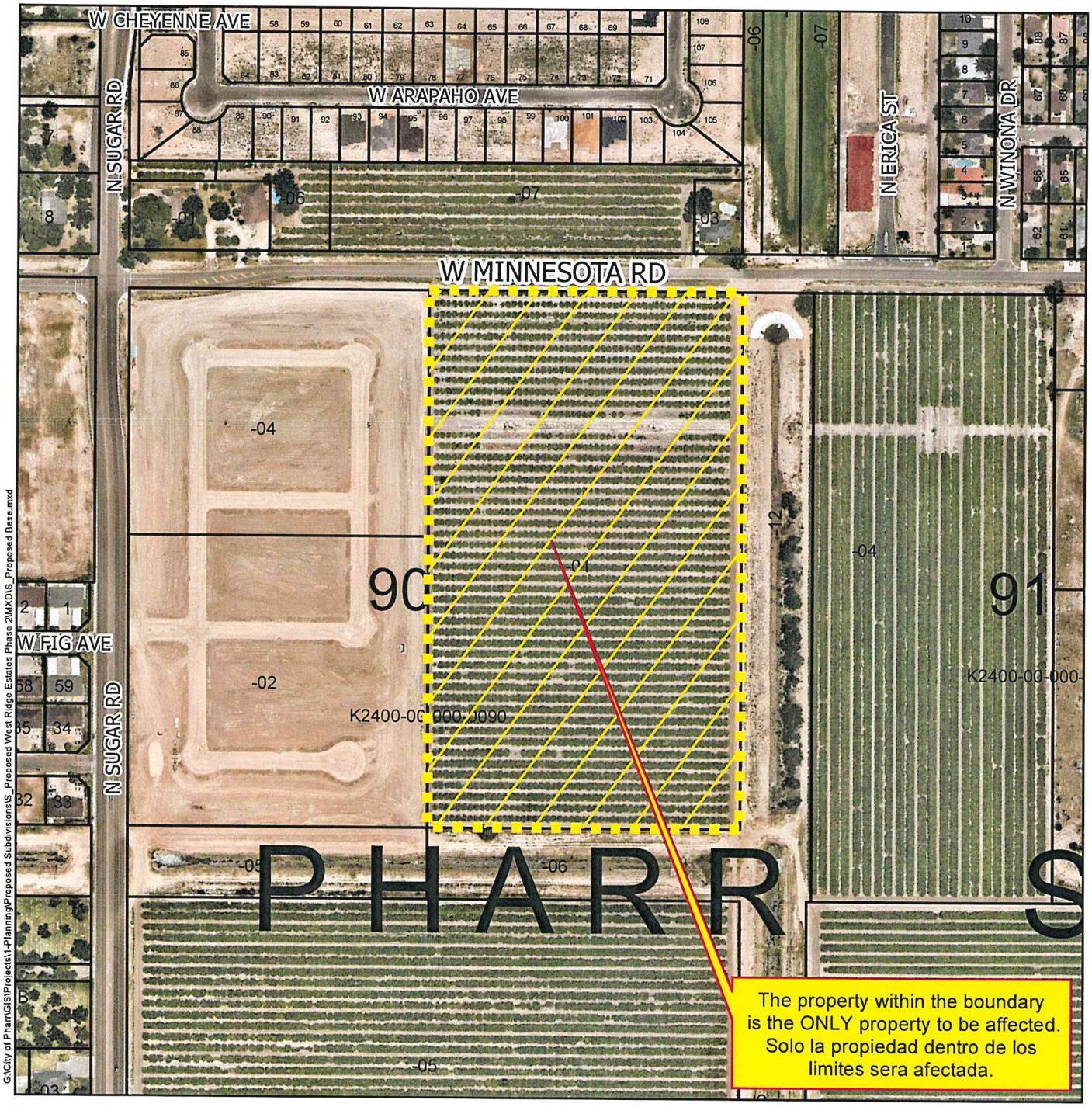
- No comment

General Notes:

- Back fill edge of riprap outfall on the N. side of canal. Repair opening of drainpipe has rigid edge and wire mesh exposed.

Proposed Subdivision
West Ridge Estates Phase 2
Melden & Hunt Inc

Pharr Engineering



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet

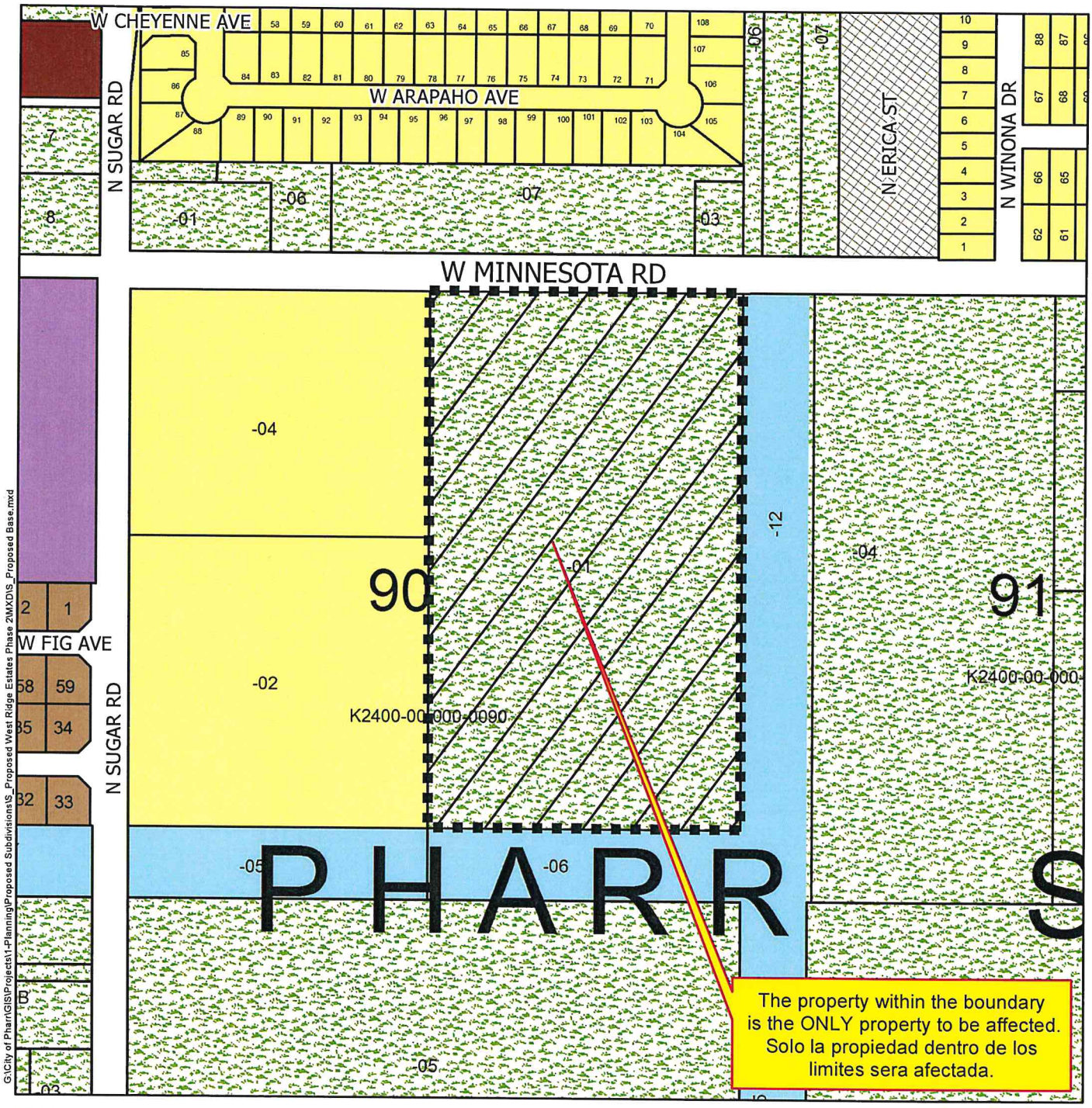
0 150 300 600 900 1,200 Feet

N W E S

Date: 8/17/2018

Proposed Subdivision
West Ridge Estates Phase 2
Melden & Hunt Inc

Pharr Engineering



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

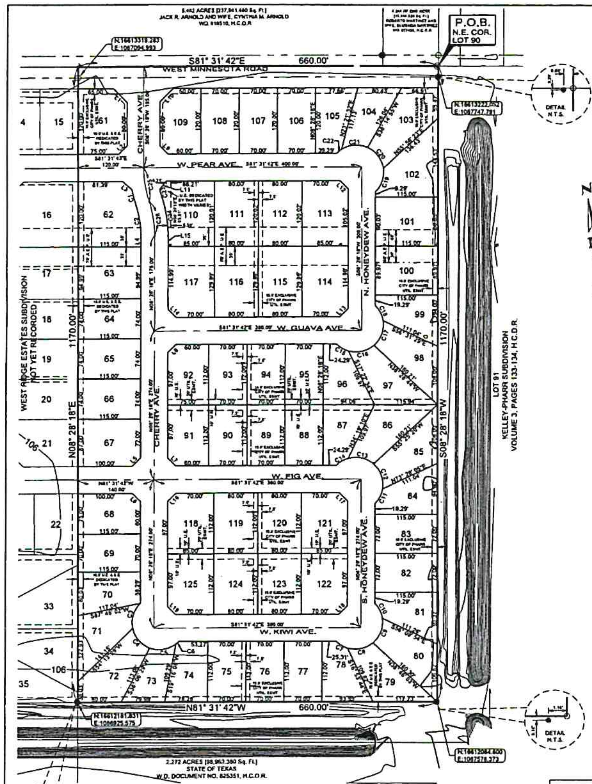
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 8/17/2018



Map of
WEST RIDGE ESTATES PHASE 2 SUBDIVISION

BEING A RESUBDIVISION OF 17.727 ACRES [772,201.495 Sq. Ft.]
BEING OUT OF LOT 90, KELLY-PHARR SUBDIVISION
VOLUME 3, PAGES 133-134, H.C.D.R.
CITY OF PHARR, HIDALGO COUNTY, TEXAS

SCALE 1"=100'

METES AND BOUNDS DESCRIPTION

WEST RIDGE ESTATES, BEING A RESUBDIVISION OF LAND CONTAINING 17.727 ACRES, SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 90, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 17.727 ACRES WERE CONVEYED TO GARY A. HOSMER AND CECILIA L. HOSMER BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2604322, HIDALGO COUNTY OFFICIAL RECORDS, SAID 17.727 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL SET ON THE NORTHEAST CORNER OF SAID LOT 90, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 28' 18" W ALONG THE EAST LINE OF SAID LOT 90, AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF W. MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1170.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81° 31' 42" W A DISTANCE OF 660.00 FEET TO A NO. 4 REBAR SET [NORTHING: 16612181.831, EASTING: 1086925.575] FOR THE SOUTHWEST CORNER OF THIS TRACT;

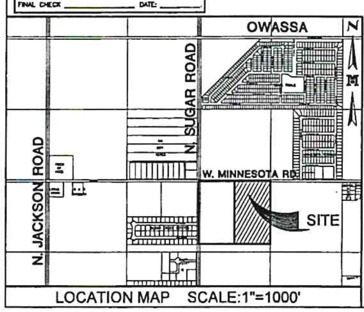
3. THENCE, N 08° 28' 18" E AT A DISTANCE OF 1150.00 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF W. MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1170.00 FEET TO A NAIL SET [NORTHING: 16613339.065, EASTING: 1087097.939] ON THE NORTH LINE OF SAID LOT 90, FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, S 81° 31' 42" E ALONG THE NORTH LINE OF SAID LOT 90 AND WITHIN THE RIGHT-OF-WAY OF W. MINNESOTA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.727 ACRES OF WHICH 0.303 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF W. MINNESOTA ROAD, LEAVING A NET OF 17.424 ACRES OF LAND, MORE OR LESS.

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- TRANSMISSION POWER POLE
- SET NAIL
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- Sq. Ft. - SQUARE FEET
- W.D. - WARRANTY DEED
- U.E. - UTILITY EASEMENT
- UTL. ESMT. - UTILITY EASEMENT
- S/W - SIDEWALK
- N.T.S. - NOT TO SCALE
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS

DRAWN BY: R.D.J. DATE: 07-26-18
SURVEYED, CHECKED ______ DATE: ______
FINAL CHECK ______ DATE: ______



LOCATION MAP SCALE: 1"=1000'

Lot Line Table		
Line #	Length	Direction
L1	35.36'	S36° 31' 42"E
L2	21.21'	S53° 28' 18"W
L3	22.69'	S40° 40' 02"E
L4	20.01'	N08° 28' 18"E
L5	21.21'	N53° 28' 18"E
L6	21.21'	S36° 31' 42"E
L7	21.21'	S36° 31' 42"E
L8	21.21'	N53° 28' 18"E
L9	21.21'	S36° 31' 42"E
L10	35.36'	N53° 28' 18"E
L11	19.15'	N48° 08' 41"E
L12	21.21'	S36° 31' 42"E
L13	21.21'	S53° 28' 18"W
L14	21.21'	S36° 31' 42"E
L15	20.01'	N08° 28' 18"E
L16	21.21'	S53° 28' 18"W
L17	21.21'	S36° 31' 42"E
L18	21.21'	S53° 28' 18"W
L19	21.21'	N36° 31' 42"W

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	31.44'	225.31'	007° 59' 42"	S5° 42' 41"E	31.41'	15.75
C2	55.67'	175.31'	018° 10' 50"	N0° 37' 07"W	55.40'	28.05
C3	50.37'	50.00'	057° 40' 14"	S25° 12' 34"W	48.27'	27.53
C4	50.06'	50.00'	057° 21' 34"	S32° 18' 20"E	47.99'	27.35
C5	50.69'	50.00'	058° 05' 17"	N89° 58' 14"E	48.55'	27.77
C6	7.01'	50.00'	008° 01' 41"	N56° 54' 46"E	7.00'	3.51
C7	24.78'	50.00'	028° 22' 41"	S50° 08' 48"E	24.51'	12.64
C8	50.13'	50.00'	057° 26' 38"	N86° 56' 41"E	48.06'	27.40
C9	50.77'	50.00'	058° 07' 37"	N29° 09' 29"E	48.58'	27.79
C10	32.46'	50.00'	037° 11' 45"	N18° 30' 12"W	31.89'	16.82
C11	31.81'	50.00'	036° 26' 45"	N35° 48' 18"E	31.27'	16.46
C12	50.57'	50.00'	057° 56' 52"	N11° 22' 31"W	48.44'	27.69
C13	50.00'	50.00'	057° 17' 41"	N68° 59' 47"W	47.94'	27.31
C14	25.71'	50.00'	029° 27' 27"	S67° 37' 39"W	25.42'	13.14
C15	25.71'	50.00'	029° 27' 27"	S50° 41' 03"E	25.42'	13.14
C16	50.00'	50.00'	057° 17' 41"	N85° 56' 23"E	47.94'	27.31
C17	50.57'	50.00'	057° 56' 52"	N28° 18' 07"E	48.44'	27.69
C18	31.81'	50.00'	036° 26' 45"	N18° 52' 42"W	31.27'	16.46
C19	47.10'	50.00'	053° 58' 27"	N27° 03' 27"E	45.38'	25.46
C20	50.09'	50.00'	057° 23' 52"	N28° 37' 43"W	48.02'	27.37
C21	50.16'	50.00'	057° 28' 39"	N86° 03' 58"W	48.08'	27.42
C22	10.77'	50.00'	012° 17' 47"	S58° 02' 49"W	10.71'	5.39
C23	15.54'	175.31'	005° 04' 42"	S7° 10' 11"E	15.53'	7.77
C24	71.49'	225.31'	018° 10' 50"	N0° 37' 07"W	71.19'	36.05
C25	63.56'	200.31'	018° 10' 50"	S0° 37' 07"E	63.29'	32.05
C26	63.56'	200.31'	018° 10' 50"	S0° 37' 07"E	63.29'	32.05

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981 FAX: (956) 381-1839
217 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256 FAX: (956) 488-8391
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

Lot Area Table		
Lot #	SQ. FT.	Area
61	10375.00	0.238
62	12875.89	0.296
63	10924.06	0.251
64	8510.00	0.195
65	8510.00	0.195
66	8510.00	0.195
67	9892.83	0.227
68	8512.49	0.195
69	8049.99	0.185
70	7953.64	0.183
71	8517.71	0.196
72	9708.08	0.223
73	6304.55	0.145
74	7599.78	0.174
75	7840.15	0.180
76	7840.15	0.180
77	7840.15	0.180
78	7393.94	0.170
79	8769.56	0.201
80	8761.22	0.201
81	7621.51	0.175
82	8280.00	0.190

Lot Area Table		
Lot #	SQ. FT.	Area
83	8280.00	0.190
84	7522.37	0.173
85	8795.92	0.202
86	8708.74	0.200
87	7367.73	0.169
88	7840.00	0.180
89	7840.00	0.180
90	7840.00	0.180
91	8287.50	0.190
92	8287.50	0.190
93	7840.00	0.180
94	7840.00	0.180
95	7840.00	0.180
96	7367.73	0.169
97	8705.74	0.200
98	8795.92	0.202
99	7522.37	0.173
100	10346.70	0.238
101	10353.30	0.238
102	10173.60	0.234
103	10313.25	0.237
104	6854.98	0.157

Lot Area Table		
Lot #	SQ. FT.	Area
105	7380.93	0.169
106	8400.00	0.193
107	8400.00	0.193
108	8400.00	0.193
109	8575.00	0.197
110	10800.66	0.248
111	9601.22	0.220
112	9601.50	0.220
113	10089.39	0.232
114	10935.61	0.251
115	10398.50	0.239
116	10398.78	0.238
117	10936.51	0.251
118	9407.50	0.216
119	8960.00	0.206
120	8960.00	0.206
121	9407.50	0.216
122	9407.50	0.216
123	8960.00	0.206
124	8960.00	0.206
125	9407.50	0.216

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

APPROVED THIS THE ____ DAY OF __________, 20 ___.

DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

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

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

DATE

ATTEST:

CITY CLERK

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2 ON THIS THE ______ DAY OF ______________ 20 ____.

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

PRESIDENT

ATTEST: ______________
SECRETARY

NOTES:

1. SETBACK INFORMATION.
   FRONT: 20.0' OR GREATER FOR EASEMENT
   SIDE: 5.0' OR GREATER FOR EASEMENT
   CORNER: 10.0' OR GREATER FOR EASEMENT
   REAR: 15.0' OR GREATER FOR EASEMENT
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.
3. THIS SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH ACREAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD INSURANCE RATE MAP COMM. PANEL NO. 480334-0425 C, MAP REVISED: NOVEMBER 16, 1982.
4. BENCH-MARK: CITY OF PHARR BM#64 ALUMINUM DISK LOCATED ON THE SOUTH SIDE OF W. OWASSA ROAD APPROXIMATELY 1,440.00 FEET WEST OF SUGAR ROAD. ACTUAL N: 16616255.741 E: 1065394.263 ELEV: 105.94 (GEO ID) 1999. AS PER THE CITY OF PHARR.
5. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 71,223 C.F. 1.635 ACRES-FEET WILL BE REQUIRED FOR DETENTION. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
6. A 5.0-FOOT ADA COMPLIANT SIDEWALK IS REQUIRED ALONG WEST MINNESOTA ROAD AT SUBDIVISION CONSTRUCTION STAGE. INTERNAL STREETS 5-FT ADA COMPLIANT SIDEWALKS TO BE BUILT AT BUILDING PERMIT STAGE.
7. NO BUILDINGS ALLOWED OVER ANY EASEMENT.
8. LOT 61 AND LOTS 103 THRU 109 SHALL NOT HAVE CURB CUT ACCESS, OR LOT FRONTAGE ALONG W. MINNESOTA ROAD.
9. ALL LOTS WILL HAVE A NO. 4 REBAR SET ON THE EACH CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.
10. INTERIOR STREET CORNERS SHOULD HAVE A 15.0x15.0-FOOT CORNER CLIP EASEMENT AND A 25.0x25.0-FOOT CORNER AT SUBDIVISION ENTRANCE.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. OWNER'S TO MAINTAIN R.O.W./FRONTAGE AND PERIMETER OF SUBDIVISION.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
15. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
17. ALL FIRE PROTECTION UNDERGROUND LINES TO BE INSTALLED BY A LICENSE FIRE PROTECTION COMPANY.
18. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "WEST RIDGE ESTATES PHASE 2 SUBDIVISION" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

DOMAIN DEVELOPMENT CORP.
SHAVI MAHTANI, PRESIDENT
100 E NOLANA AVE., SUITE #130
MCALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAVI MAHTANI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ____________, 20 ___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, P.E. # 54151 R.P.L.S. # 4750 DATE:
DATE SURVEYED: 11/21/2016
DATE PREPARED: 07/26/2018
T-995, PG'S. 61-64
ENGINEERING JOB No. 18127.00
SURVEY JOB No. 15105.08

STATE OF TEXAS ★ FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

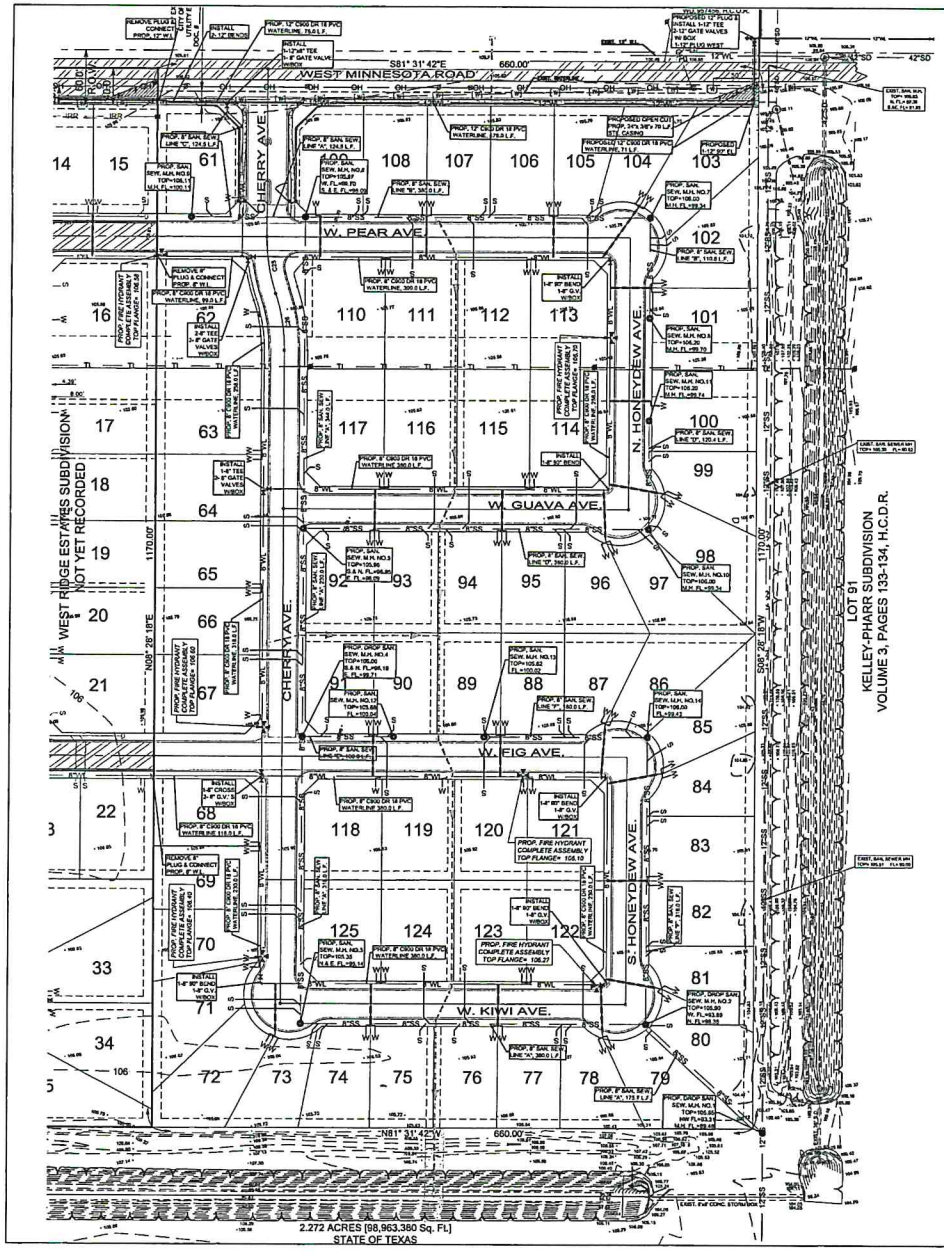
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

COUNTY COURT ★ COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: __________ AT __________ AM/PM
INSTRUMENT NUMBER __________
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: __________ DEPUTY



SCALE: 1" = 60'

LEGEND

- 3" DOUBLE WATER SERV. CONN. ACROSS W/ 4" P.V.C. CASING
- 1" SINGLE WATER SERV. CONN. ACROSS W/ 2" P.V.C. CASING
- W — WATER SERVICE LOCATIONS SHALL BE ENGRAVED ON CONCRETE CURB WITH A (W).
- DUAL SANITARY SEWER SERVICE CONNECTION
- SINGLE SANITARY SEWER SERVICE CONNECTION
- S — SANITARY SEWER SERVICE LOCATIONS SHALL BE ENGRAVED ON CONCRETE CURB WITH A (S).
- PROP. FIRE HYDRANT
- PROP. GATE VALVE
- PROP. TEE

JOB No. 18127.00

REVISION	BY	DATE

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
TBPE FIRM F-1435 TBPLS FIRM 10046400
SUGARLAND, TX 77479 RICHMOND, TX 77469
2929 BRIARPARK DR., STE. 600 2615 FM 2977
FAX: (281) 565-1050 FAX: (979) 595-0928
EMAIL: mail@meldenhunt.com
WWW.MELDENHUNT.COM

DWN. TECH: R. DE JESUS
PROJECT DWG: F.L.K.
T. BOOK: PG.
1. RELEASE DATE: 7-26-18
2. RELEASE DATE: 7-31-18
3. RELEASE DATE:
SCALE: 1" = 60'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRED L. KURTH, P.E. 54151

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

WEST RIDGE ESTATES
PHASE 2
SUBDIVISION
PHARR, TEXAS

PROPOSED WATER & SEWER LAYOUT

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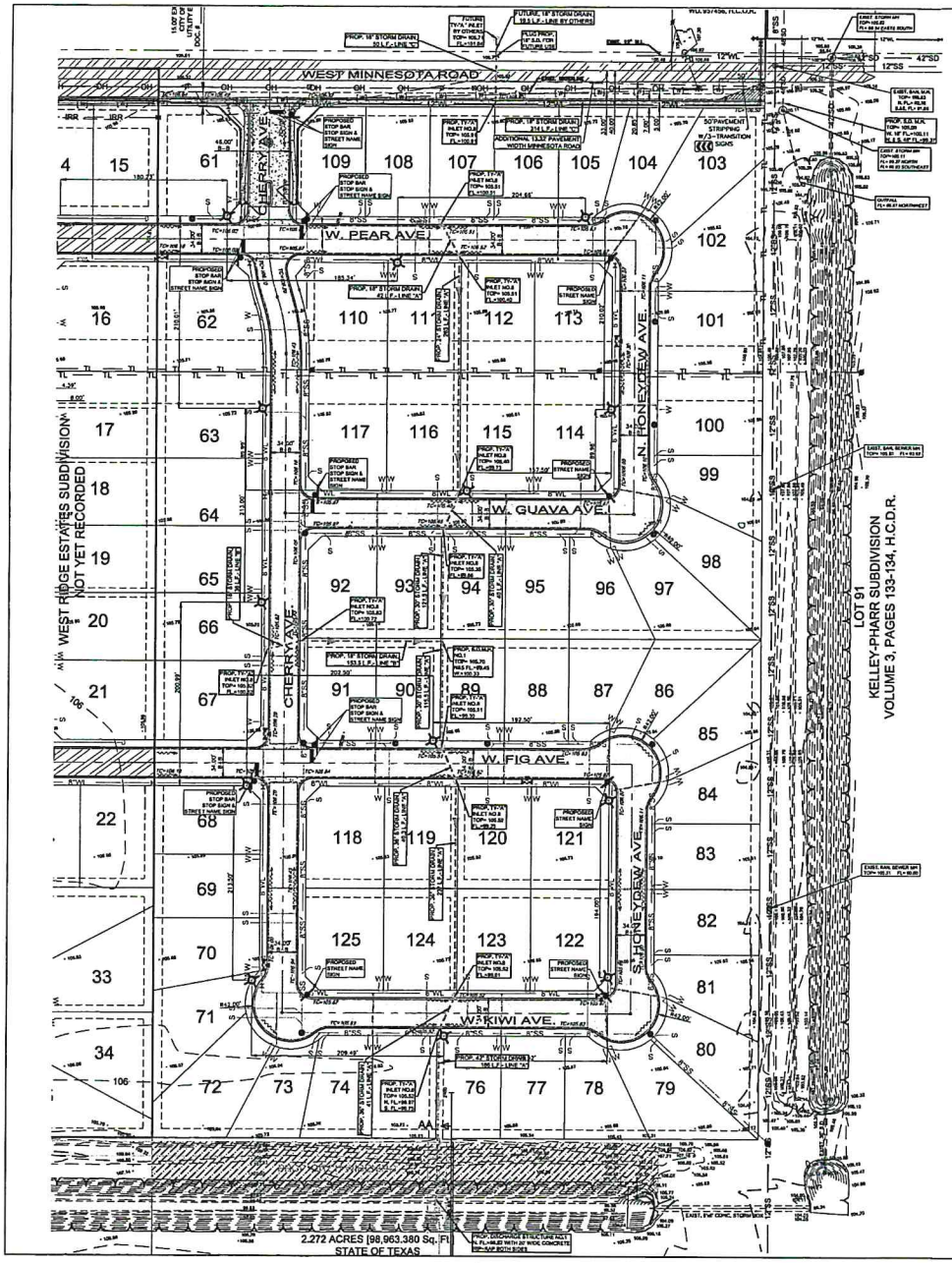
File Name: SUBD. PLAT

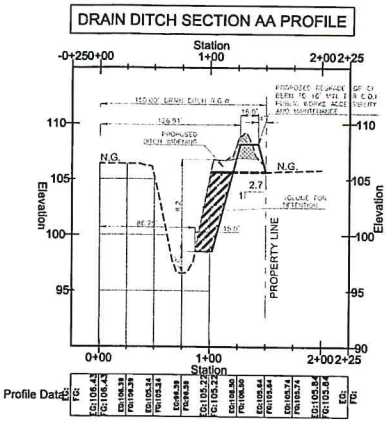
SHEET 1 OF 2

F:\Land Development\Vestlands\Phase\18127- WEST RIDGE ESTATES 18\18127.00 - Phar Dr. Hazard\Vest\ - J. Hess\DWG\NEW SUBD PHASE 2-10.dwg, UTL, PHASE2 WAT & SEW, 7/31/2018 8:21:13 AM, Full=0



SCALE: 1" = 60'

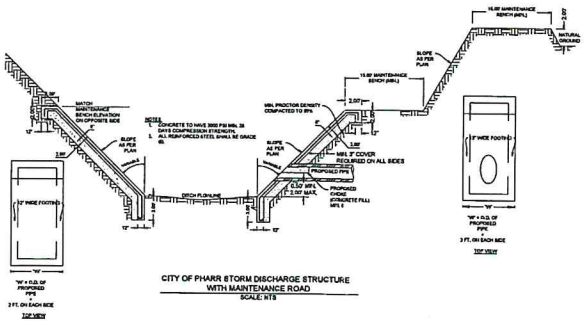
LEGEND
- PROP. STREET LIGHT POLE (13)
- PROP. STREET SIGN
- PROP. STOP & STREET SIGN
- PROP. STOP BAR



SECTION "AA"

H: 1" = 50'
V: 1" = 5'

ADDITIONAL DETENTION AVAILABLE
137.4 S.F. X 551.3 L.F.= 75,749 C.F.
75,686 C.F. DETENTION REQUIRED



CITY OF PHARR STORM DISCHARGE STRUCTURE
WITH MAINTENANCE ROAD
SCALE: NTS

JOB No. 18127.00

REVISION	DATE	BY

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
P.O. BOX 1267
LAYTON, NEW MEXICO 88046
PH: (575) 38-0961
FAX: (575) 382-7356
PH: (956) 686-0287
FAX: (956) 686-3581
227 N. F.M. 3167
EAGLE PASS, TEXAS 78852
PH: (830) 757-1919
FAX: (830) 757-1939

ENG. TECH: R. DE JESUS
PROJECT ENG: F.L.K.
T-BOOK: PG.
1. RELEASE DATE: 8/14/18
2. RELEASE DATE: 7-31-18
3. RELEASE DATE:
SCALE: 1" = 60'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRED L. KURTH, P.E. 54151 on 8-15-18

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

WEST RIDGE ESTATES
PHASE 2
SUBDIVISION
PHARR, TEXAS

PAVING & DRAINAGE LAYOUT

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File Name: SUBD. PLAT F

SHEET 2 OF 2

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.2.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Barrera Infrastructure Group, Inc., representing Adolfo Campero, Manager for Campero Holdings Company, LLC, owner, is requesting final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision. The property is legally described as being a 6.95-acre tract of land, being out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 800-900 Block of West Anaya Road. **SUB#201031**

Classification: Regular

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

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

Issue: Barrera Infrastructure Group, Inc., representing Adolfo Campero, Manager for Campero Holdings Company, LLC, owner, is requesting final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision. **SUB#201031**

Financial Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision subject to the listed conditions.
The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision.

Alternatives: n/a

ROUTING:

Iris Mata	Created/Initiated - 10/28/2020
Melanie Cano	Approved - 10/28/2020
City Management Office	Final Approval - 10/30/2020

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 02, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: PHARR LOGISTIC CENTER LOT 2 PHASE II
FILE NO. **SUB#201031**

GENERAL INFORMATION:

APPLICANT: Barrera Infrastructure Group, Inc., representing Adolfo Campero, Manager for Campero Holdings Company, LLC, owner, is requesting final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 6.95-acre tract of land, being out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 800-900 Block of West Anaya Road.

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

PROPERTY PROPOSED USE: Warehousing.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:	1. Provide streetlight layout for existing and proposed off West Anaya Road and South International Boulevard, spacing shall be at 250'.
EASEMENTS:	1. Must provide off-site easement for the connection of the 8" waterline on the north side.
SIDEWALK: ADA:	1. Follow City of Pharr Construction Standards Manual.
FIRE PROTECTION:	1. See attached comments.
WATER:	1. See attached comments. 2. Follow City of Pharr Construction Standards Manual.
SEWER:	1. See attached comments. 2. Follow City of Pharr Construction Standards Manual.
DRAINAGE:	1. See attached comments.
OTHER:	1. Provide signature and seal for surveyor on plat. 2. Update location map with recorded subdivision and label true north arrow. 3. Mark all rods as either found or set on layout. 4. Provide performance bond. 5. Must show how deep gas line runs. 6. See staff attached comments. 7. Review was based on the plans that were submitted on 10/14/2020, other comments may arise.
PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Pharr Logistic Center Lot 2 Phase II Subdivision.

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

STAFF PRE-CONSTRUCTION REVIEW COMMENTS FOR:

PHARR LOGISTICS CENTER MASTER PLAN (PHASE II) SUBDIVISION

****

COMMENTS: **Initials: O.D.L / J.R. / R.B** **September 25, 2020**

****

WATER:

- Will Need to extend 12" water line to the N. and connect to the existing 8" water line.
- **PHASE III** WILL INCLUDE THE WATER LINE TO BE EXTENDED AND CONNECT TO EXISTING 12" W.L. TO THE E.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- OK
- 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:_____

Pharr Fire – Rescue

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

Subdivision: **Pharr Logistics Center Phase II (Staff)**

Reviewed By: Mike Navarro

Date: 09-25-2020

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

Additional Comments: Pharr Fire department Fire Investigator mike Navarro reviewed plans and added a few comments to be added to plan Review regarding subdivision plat as follows.

- **Shall have waterline to be looped of 12 inch for Industrial Areas to the North side to connect to existing 8 inch waterline.**
- **Shall have Fire Lane No Parking Tow away zone 15 ft in each side of the fire hydrant.**
- **Phase III Shall require for 12 inch Water line to be extended to the eastside.**

Pharr Engineering

SUBDIVISION REVIEW COMMENTS

City of Pharr • 205 W. Park Ave. (Newcombe) • Pharr, TX 78577 • 956.402.4221

SUBDIVISION: Pharr Logistic Center Subdivision

DATE: September 23, 2020

REVIEW: Preliminary (revised comments plans dated: 9-16-2020)

PLAT

1. P.E. signature and seal
2. RPLS signature and seal
3. One curb cut for access from Anaya Rd. for Lot 2.

SITE PLAN

DRAINAGE

1. Drainage report to be reviewed and approved by H.C.D.D. No. 1
2. Street drainage will be reviewed and approved at subdivision of Lots 4 and 5. Include hydraulic calculations showing the system can handle a 10-year storm event.
3. Drainage plan for lots will be reviewed and approved at building permit stage.
4. Will H.C.I.D No. 2 ditch need to be widened, to accommodate for future development?

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

Pharr Public Work

SUBDIVISION: Pharr Logistics Center Subdivision
W. Anaya Rd.
Pharr Tx, 78577

DATE: 09/28/2020

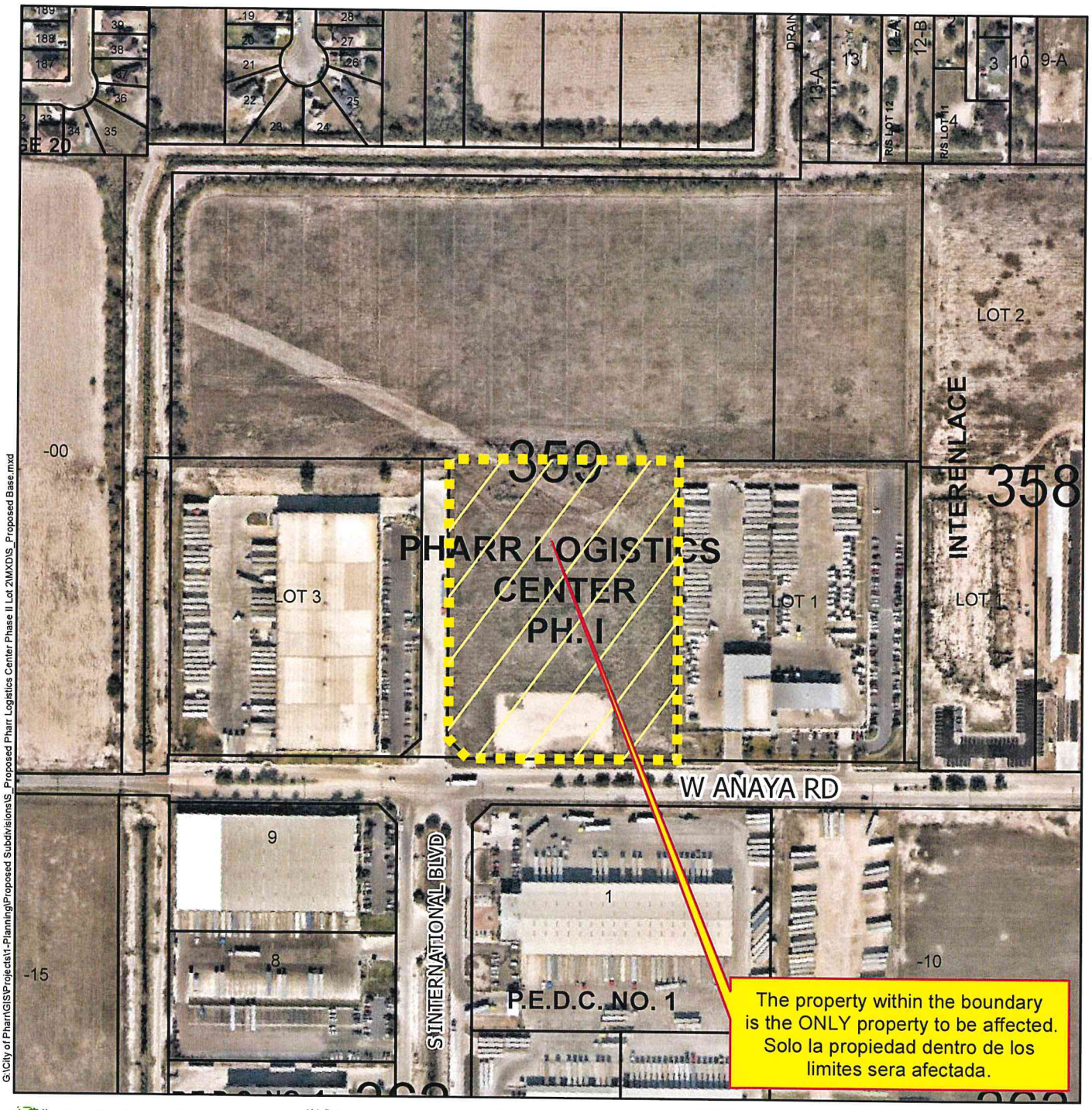
Plat Notes:

- No comment

General Notes:

- No comments

Proposed Subdivision
Pharr Logistics Center Phase II Lot 2
BIG Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Pharr Logistics Center Phase II Lot 2\MXDs\S_Proposed Base.mxd

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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

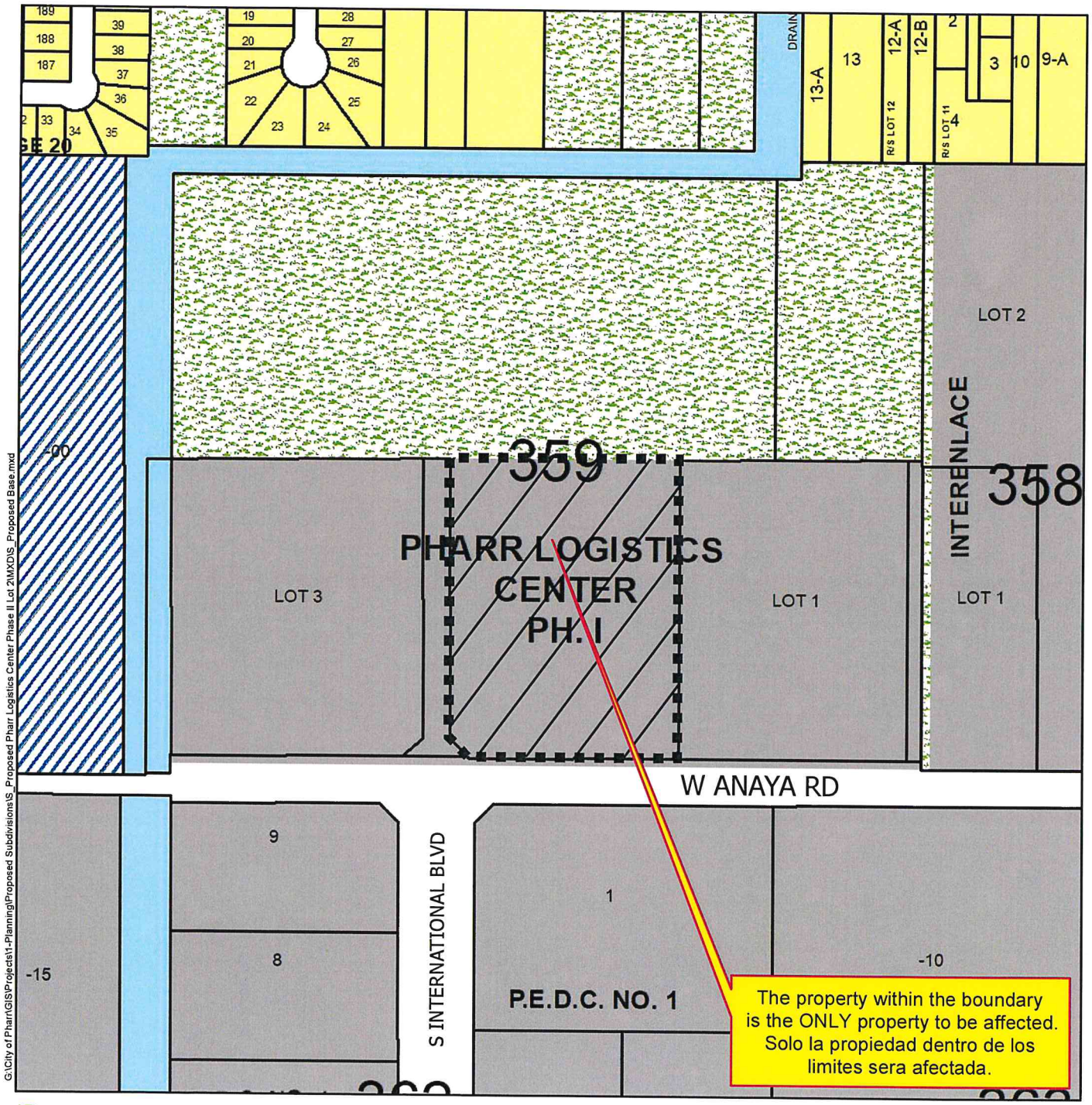
N W E S

Date: 10/21/2020

City of Pharr, Texas
Engineering Department
956.702.5355

Proposed Subdivision
Pharr Logistics Center Phase II Lot 2
BIG Engineering

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Pharr Logistics Center Phase II Lot 2\MXD\S_Proposed Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 10/21/2020

PLAT OF

PHARR LOGISTIC CENTER
LOT 2 PHASE II

A 6.95 ACRE TRACT OF LAND BEING OUT OF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PHARR LOGISTIC CENTER LOT 2 PHASE II SUBDIVISION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AN DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ADOLFO CAMPERO, MANAGER DATE
CAMPERO HOLDINGS COMPANY, LLC
311 LATOUR CT.
LAREDO, TEXAS 78041

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FORECOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 20___

NOTARY PUBLIC

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

DATED THIS _____ DAY OF _____ 20___

CHAIRPERSON, CITY OF PHARR PLANNING & ZONING COMMISSION
DANNY WYLIE

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

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR DATE

ATTEST:
CITY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

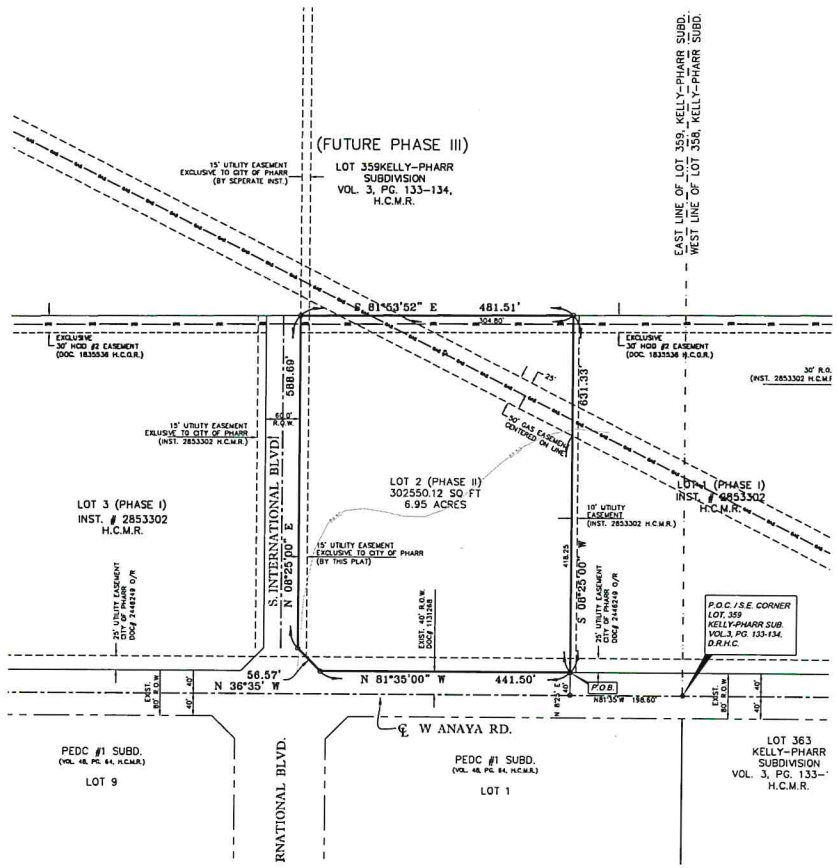
I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

For Construction
10-8-20
RENE BARRERA, PE # 86862

STATE OF TEXAS
COUNTY OF HIDALGO

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

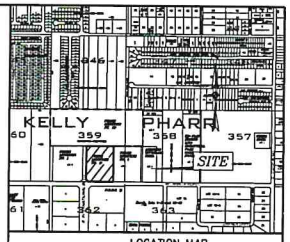
LEO LOZANO RODRIGUEZ JR., R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00



NORTH

SCALE: 1"=100'

BASIS OF BEARING:
SOUTH PROPERTY LINE OF PHARR PRODUCE DISTRICT SUBDIVISION, PHASE I, AS PER MAP OF PLAT RECORDED IN DOC. # 2338350 H. R. H. C.



LOCATION MAP
SCALE 1"= 1000'

PHARR LOGISTIC CENTER LOT 2 PHASE II IS LOCATED IN THE CITY OF PHARR, HIDALGO COUNTY, ON THE NORTHEAST CORNER OF THE INTERSECTION OF ANAYA ROAD AND INTERNATIONAL BLVD.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 6-25-20

GENERAL NOTES :

1. FLOOD INSURANCE RATING ZONE "B"
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 480334 0500 B
   REVISED: JANUARY 2, 1981
2. BENCHMARK: CITY OF PHARR B.M. #6
   ELEV.=90.10 (N: 1656593.260, E: 1079275.158)
   LOCATED SOUTHWEST CORNER OF PHASE I OF THIS SUBDIVISION AND THE INTERSECTION OF W. ANAYA ROAD AND DRAIN DITCH
3. SETBACKS AS PER CITY OF PHARR ORDINANCE
4. MINIMUM FINISHED FLOOR ELEVATION: 18 INCHES ABOVE TOP OF CURB AT CENTER OF LOT.
5. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
6. NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
7. A 5' SIDEWALK, WHEELCHAIR RAMPS, AND LANDING PER ADA REQUIREMENT, ARE TO BE CONSTRUCTED WITHIN THE NORTH SIDE OF W. ANAYA ROAD RIGHT OF WAY AND ALONG BOTH SIDES OF ALL INTERNAL STREETS AT THE SAME TIME OF BUILDING PERMIT STAGE.
8. EROSION / SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT TPDES GUIDELINES DURING CONSTRUCTION PHASE
9. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.52 ACRES AND A VOLUME OF APPROXIMATELY 1.57 AC. FT. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.

   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
10. OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN PERMIT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. OWNERS MUST COMPLY WITH THE TERMS, CONDITIONS, AND ANY ASSESSMENTS OBLIGATIONS SET FORTH IN RECORDED RESTRICTIVE COVENANTS, IF ANY.
15. OWNER MUST MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
16. ALL UNDERGROUND FIRE PROTECTION SYSTEM (FIRE LINE AND FDC LINE) SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER COMPANY.
17. ONE CURB CUT ACCESS FROM W. ANAYA ROAD FOR LOT 2, PHASE II.

METES AND BOUNDS: LOT 2, PHASE II

A 6.95 TRACT OF LAND BEING A PART OR PORTION OF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 6.95 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER IF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY TEXAS, SAID POINT COMMENCEMENT LIES ON THE CENTER LINE OF WEST ANAYA RD.; THENCE, ALONG THE CENTERLINE OF SAID WEST ANAYA RD., NORTH 81°35' WEST, A DISTANCE OF 198.60 FEET TO A NAIL SET FOR A CORNER HEREOF; THENCE, NORTH 08°25' EAST, AT 40.00 FEET TO A HALF INCH IRON ROD FOUND AT THE NORTH LINE OF SAID WEST ANAYA RD. FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, NORTH 81°35'00" WEST, CONTINUING ALONG THE NORTH LINE OF SAID WEST ANAYA RD., A DISTANCE OF 441.50 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 36°35'00" WEST, ALONG A CORNER CLIP OF THE EAST LINE OF SOUTH INTERNATIONAL BLVD., A DISTANCE OF 56.57 FEET TO A HALF INCH IRON ROD FOUND FOR AN OUTER CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°25'00" EAST, CONTINUING ALONG THE WEST LINE OF SAID S. INTERNATIONAL BLVD., A TOTAL DISTANCE OF 588.69 FEET TO A HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°53'52" EAST, A DISTANCE OF 481.51 FEET TO A HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°25'00" WEST, A DISTANCE OF 631.33' FEET TO A HALF (1/2) INCH IRON ROD FOUND ON THE EXISTING NORTH RIGHT OF WAY OF SAID WEST ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING CONTAINING 6.95 ACRES OF LAND, MORE OR LESS.

FOR CONSTRUCTION
THIS DOCUMENT HAS BEEN RELEASED FOR CONSTRUCTION SUBMITTAL BY RENE BARRERA, P.E. No. 86862.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT. NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE _____ DAY OF _____ 20 ___

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

PRESIDENT ATTEST: SECRETARY

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

BIG
CONSULTING ENGINEERS
FIRM # 6435
3525 W. FREDDY GONZALEZ
SUITE B2
EDINBURG, TX 78539
956-687-3355
956-992-8801 (FAX)

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ADOLFO CAMPERO & ADALBERTO CAMPERO	311 LATOUR CT.	LAREDO, TX 78041	956-796-0330	956-796-0399
ENGINEER:	RENE BARRERA	3525 W. FREDDY GONZALEZ AVE.	EDINBURG, TX 78539	956-687-3355	956-992-8801
SURVEYOR:	LEO LOZANO RODRIGUEZ	P.O. BOX 1830	EDINBURG, TX 78540		

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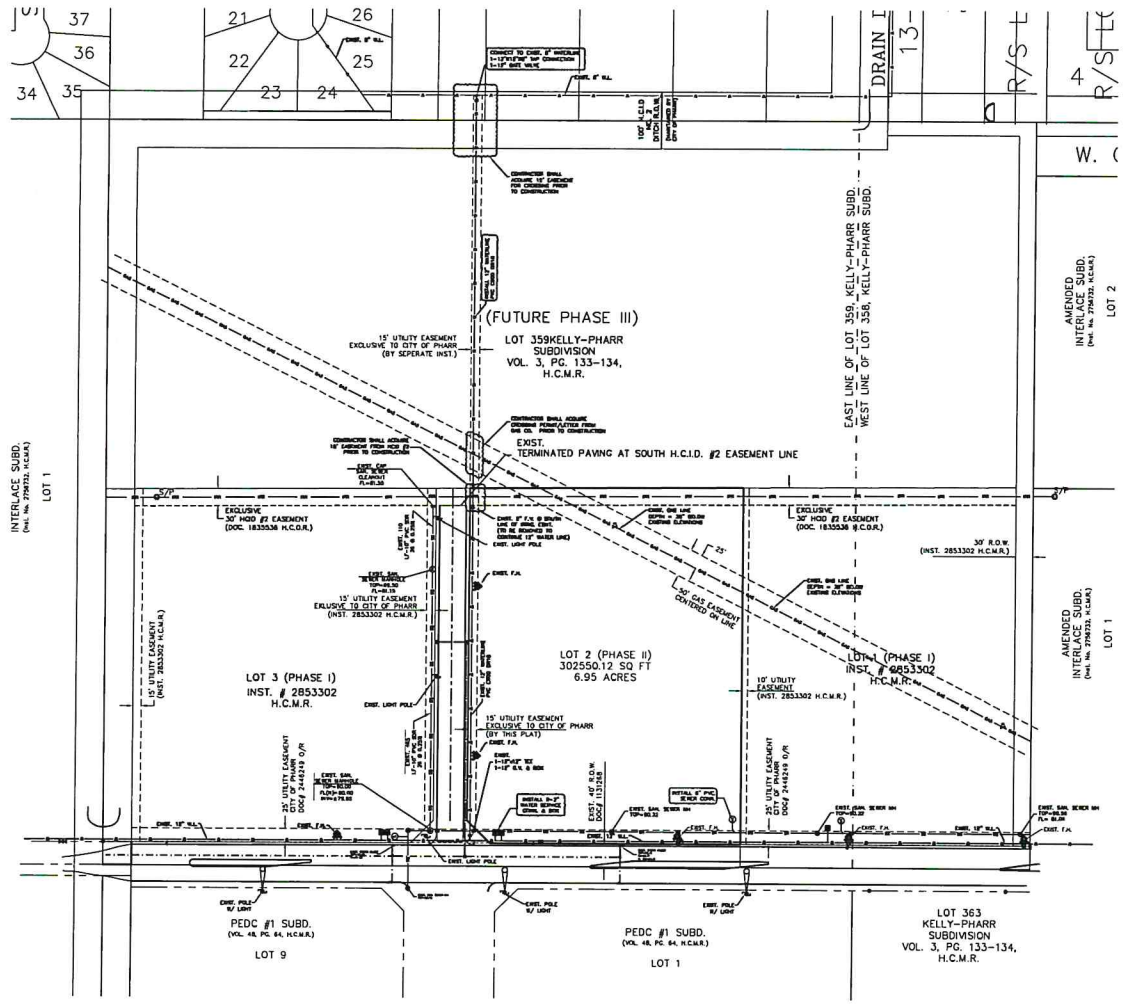
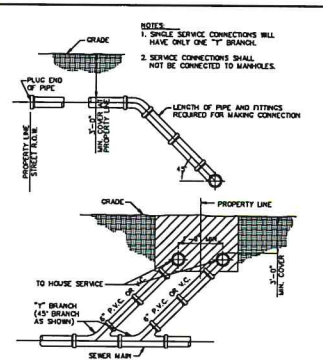
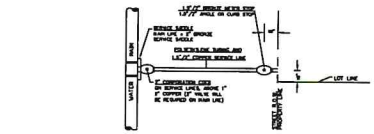
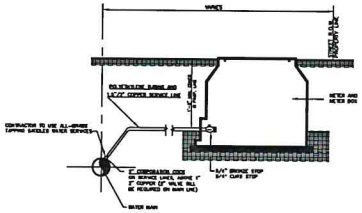


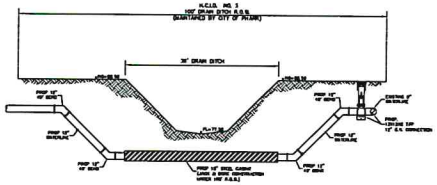


SANITARY SEWER SERVICE CONNECTION
NOT TO SCALE





SINGLE WATER SERVICE CONNECTION
NOT TO SCALE



WATER CROSSING UNDER DITCH

FOR CONSTRUCTION
THIS DOCUMENT HAS BEEN RELEASED FOR CONSTRUCTION.
BY RENE BARRERA, P.E. No. 86862.
10/8/20

BIG
3525 W. FREDDY GOZALEZ
STE. B2
EDINBURG, TX 78539
T: 956.687.3355
F: 956.992.8801
FIRM. NO. 6435

Sheet Title: WATER AND SEWER SYSTEM LAYOUT

Project Title: PHARR LOGISTIC CENTER LOT 2 PHASE II PHARR, TEXAS

STATE OF TEXAS
RENE BARRERA
86862
LICENSED
PROFESSIONAL ENGINEER

10-8-20

Rene Barrera
Licensed Professional Engineer # 86862

Date:	
Scale:	1"=30'
Designed By:	R.B.
Drawn By:	E.S.
Checked By:	R.B.
Project No.:	

Sheet of 2

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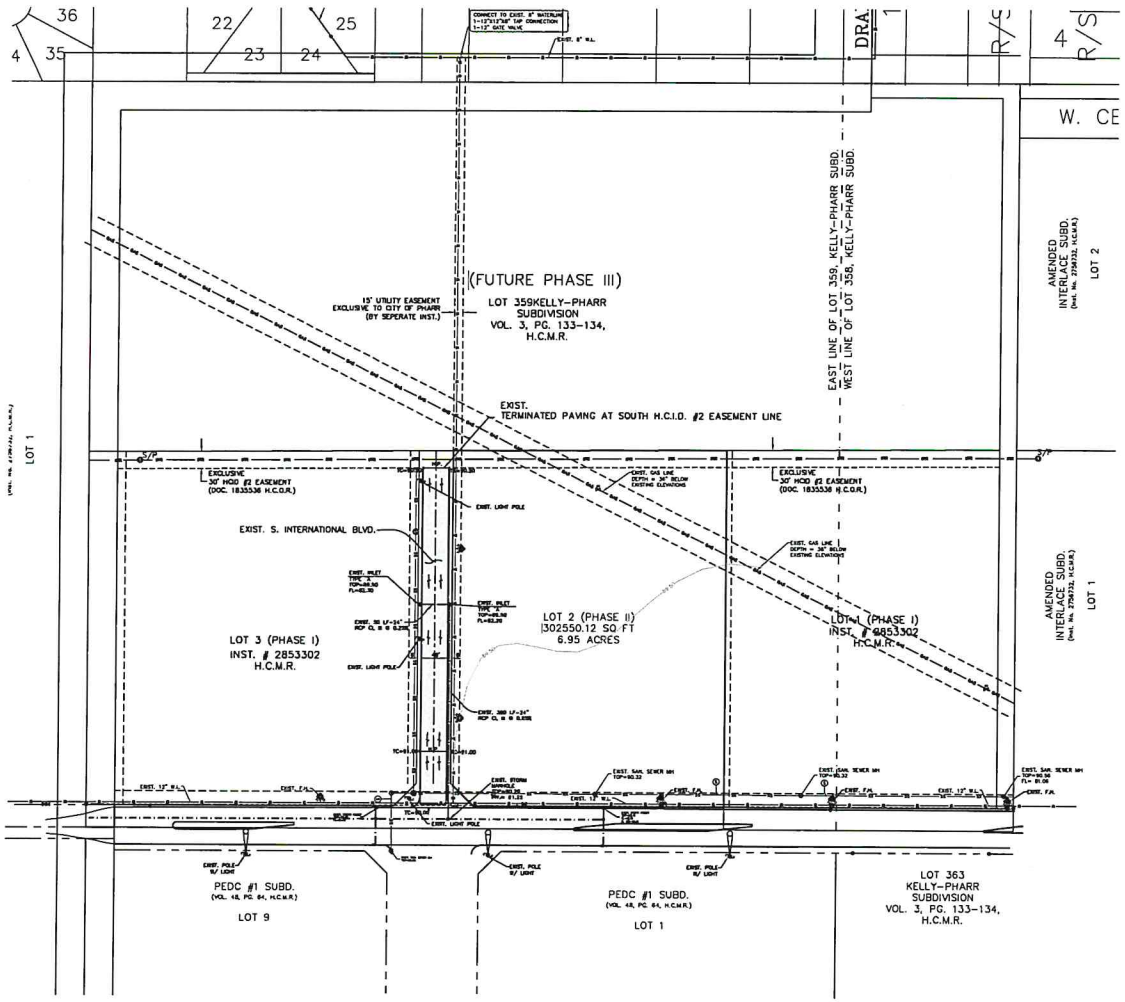
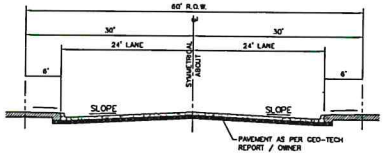


NOTE:
ALL SUBDIVISION PAVING AND DRAINAGE IMPROVEMENTS EXIST FOR PHARR LOGISTICS CENTER, LOT 2, PHASE II.



EXISTING S. INTERNATIONAL BLVD. DIMENSIONS
N.T.S.

GENERAL NOTES:

1. CONCRETE COLLARS REQUIRED AROUND VALVE COVERS 30"x30"x6" WITH WIRE MESH
2. VALVE BOX MUST SIT CENTER WITH VALVE
3. INSTALLATION OF PROPOSED FIRE HYDRANTS MUST BE WET TAP WITH MEGALOCK AND STAINLESS STEEL SLEEVE AND PLASTIC WRAP
4. ALL WATER SERVICES USE POLYETHYLENE TUBING
5. CURB STOP AND CORPORATION VALVES NEED TO BE BRASS
6. PROPOSED SEWER LINES NEED TO BE SDR 26
7. CONTRACTOR TO ACQUIRE H.C.I.D. #2 CROSSING PERMIT WHERE NECESSARY
8. CONTRACTOR TO FOLLOW CITY OF PHARR CONSTRUCTION STANDARDS MANUAL

FOR CONSTRUCTION
THIS DOCUMENT HAS BEEN RELEASED FOR CONSTRUCTION.
BY RENE BARRERA, P.E. No. 86862.
10/8/20

BIG
3525 W. FREDDY GOZALEZ
STE. B2
EDINBURG, TX 78539
T: 956.687.3355
F: 956.992.8801
FIRM. NO. 6435

Sheet Title: PAVING & DRAINAGE SYSTEM LAYOUT

Project Title: PHARR LOGISTIC CENTER LOT 2 PHASE II PHARR, TEXAS

STATE OF TEXAS
RENE BARRERA
86862
LICENSED
PROFESSIONAL ENGINEER

10-8-20

Rene Barrera
Licensed Professional Engineer # 86862

Date:	
Scale:	1"=50'
Designed By:	R.B.
Drawn By:	E.S.
Checked By:	R.B.
Project No.:	

Sheet of
3

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

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

Financial Consideration: No fiscal impact.

Staff Recommendation: Staff recommends approval

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 10/26/2020
Melanie Cano	Approved - 10/28/2020
Patricia Rigney	Approved - 10/29/2020
City Management Office	Final Approval - 10/30/2020

ORDINANCE NO. O-2020-_____

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

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

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

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

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

SECTION 2: **PUBLICATION.** The City Clerk shall provide for the publication of this ordinance in the Official newspaper in accordance with the City Charter.

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

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

CITY OF PHARR

_____

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

_____

Patricia A. Rigney, City Attorney

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

CITY OF PHARR

_____

AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

_____

Patricia A. Rigney, City Attorney

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

CITY OF PHARR

_____

AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

_____

Patricia A. Rigney, City Attorney

City of Pharr
Exhibit A

Area

City of Pharr, Texas
Engineering Department
956.402.4242 Date: 10/27/2020

Scale: 1 inch = 100 feet

0 45 90 180 270 360 Feet

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

C:\Users\alma.provencio\Desktop\New MXD's Desktop\Engineering (AnsA) WORKING GDB.mxd

EXHIBIT B

METES AND BOUNDS

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

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

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

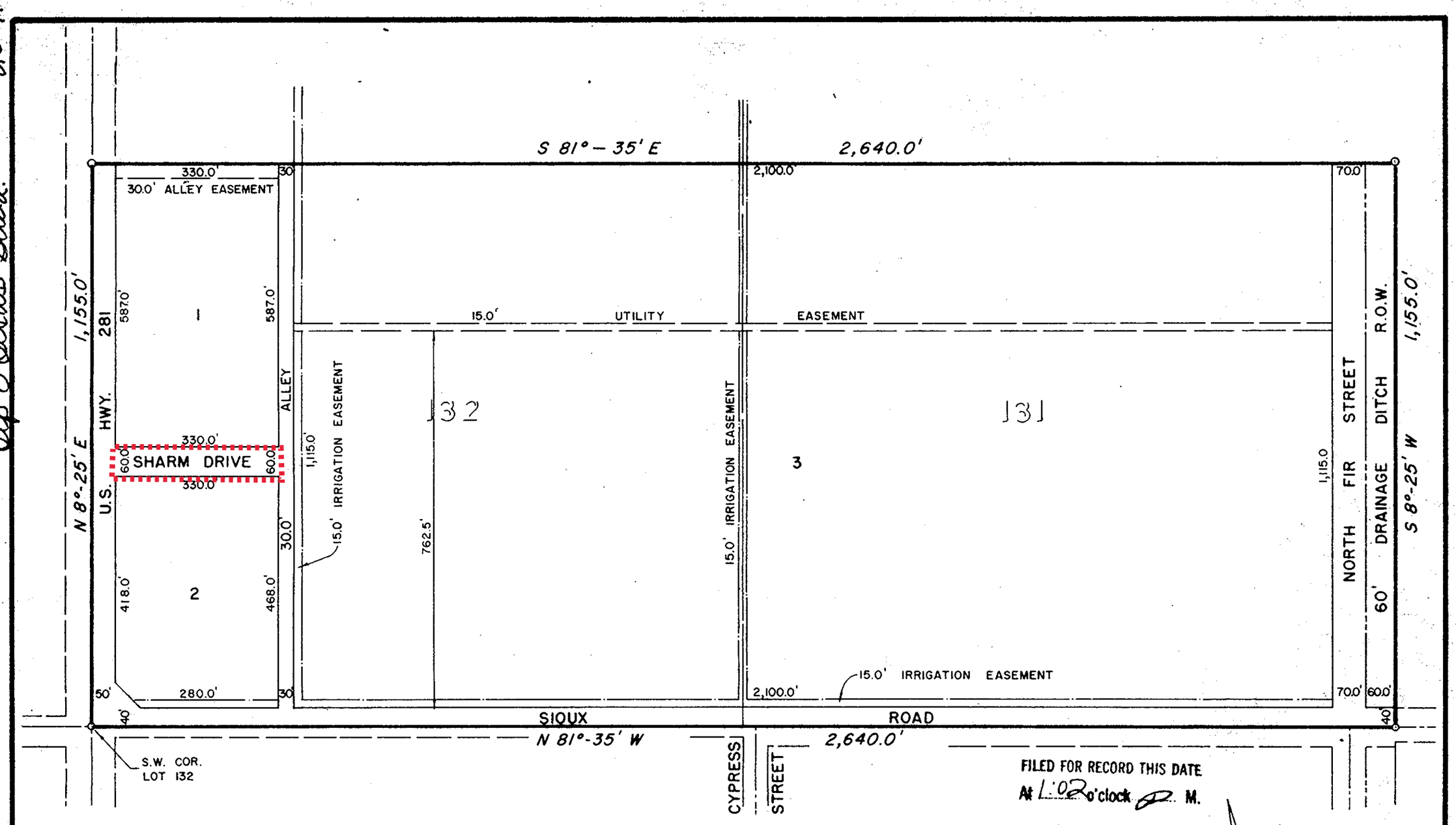
THENCE: S 81° 35’ E, A DISTANCE OF 330’ TO THE NORTH EAST CORNER OF THE AREA:

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

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

80-114

Tip O'Texas Subd.



FILED FOR RECORD THIS DATE
At 1:02 o'clock P. M.
MAY 30 1978
SANTOS SALDAÑA
County Clerk, Hidalgo County, Texas
By ..... Deputy

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

1"=200'

18277 MAP OF

TIP-O-TEXAS SUBDIVISION

PHARR, TEXAS

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

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

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

STATE OF TEXAS
MELDEN
1833
PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, THE UNDERSIGNED OWNERS OF THE LAND HEREIN DESCRIBED DO HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS DESIGNATED THEREON.

LUANN COMPANY

P. C. SHANDS — C. L. SHANDS
RUSSELL D. ARMSTRONG — DOROTHY HAUSER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE INDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED P. C. SHANDES, C. L. SHANDES, RUSSELL D. ARMSTRONG, AND DOROTHY HAUSER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF May, A.D., 1978.

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

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

MAYOR, CITY OF PHARR

ATTEST:

CITY SECRETARY

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

CHAIRMAN

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

PRESIDENT

ATTEST:
SECRETARY

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 30th May 1978
SANTOS SALDAÑA County Clerk
Hidalgo County, Texas
By D. Longoria

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: October 20, 2020
MEETING DATE: November 2, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2020-36 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(3rd and Final Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

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

The City has been awarded the Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of $1,475,883.99. The grant will pay for the salary of 9 Firefighter positions for three years.

Financial Consideration: Grant will cover the cost of salary and benefits for the 9 positions for a period of 3 years.
($1,475,883.99)

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/20/2020
Anali Alanis	Approved - 10/23/2020
Patricia Rigney	Approved - 10/23/2020
Karla Saavedra	Approved - 10/28/2020
City Management Office	New - 10/2/2020

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2020-36 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

Police Department			
	Current Positions	**Increase By**	New Total
Police Officer	112	**0**	112
Sergeant	16	**0**	16
Lieutenant	7	**0**	7
Deputy Chief	2	**0**	2
Assistant Chief	1	**0**	1
Police Chief	1	**0**	1

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

Fire Department			
	Current Positions	**Increase By**	New Total
Firefighter	36	**9**	45
Engineer	18	**0**	18
Lieutenant/Asst. Fire Marshal	14	**0**	14
Deputy Chief/Fire Marshal	3	**0**	3
Assistant Chief	1	**0**	1
Fire Chief	1	**0**	1

3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

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

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

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

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

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

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: October 23, 2020
MEETING DATE: November 2, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 58 acres lying adjacent to and being situated within the extraterritorial jurisdiction of the City of Pharr, Texas. ***(2nd Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: This item is the 2nd reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 58 acres lying adjacent to and being situated within the extraterritorial jurisdiction of the City of Pharr, Texas.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 10/23/2020
Melanie Cano	Approved - 10/29/2020
Patricia Rigney	Approved - 10/29/2020
City Management Office	New -

O-2020-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 58 ACRES OF LAND, MORE OR LESS, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 58 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,206 acres (23.76 square miles) as of October 14, 2020; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, October 19, 2020 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 58 acres for a total of approximately 15,264 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

ATTEST: MAYOR

_____

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

ATTEST: MAYOR

_____

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located east of S. Veteran's Road and North of Military Highway. These properties are approximately **58 AC** and are illustrated in EXHIBIT B.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the _Hidalgo County Sheriff's Office. However, upon annexation, the City of _Pharr__ Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. **BUILDING INSPECTION**

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of _Pharr_.

4. **PLANNING AND ZONING**

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of _Pharr_ Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. **LIBRARY**

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. **HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

Existing Services: None

Services to be Provided: The ____Hidalgo___ County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. **STREET**

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. **STORM WATER MANAGEMENT**

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

EXHIBIT B

PROPERTY DESCRIPTIONS

PARCEL 1: HIDALGO COUNTY IRRIGATION DISTRICT #2

A tract of land containing 1.45 acres of land, more or less situated in Hidalgo County, Texas, being part of portion of Lot 5, Closner Subdivision, Hidalgo County, Texas, map reference: Volume 56A, Map Records, Hidalgo County, Texas

PARCEL 2: HIDALGO COUNTY ROW

A tract of land containing 1.49 acres of land, more or less, situated in Hidalgo County, Texas, being part of portion of Lot 6, Closner Subdivision, Hidalgo County, Texas, map reference: Volume 1, Page 56A, Map Records, Hidalgo County, Texas

PARCEL 3: HIDALGO COUNTY IRRIGATION DISTRICT #2

A tract of land containing 16.14 acres of land, more or less situated in Hidalgo County, Texas, being out of Hidalgo County Irrigation District Number 2 Canal right-of-way, RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, Hidalgo County, Texas, map reference: Volume 3, Pages 52, Map Records, Hidalgo County, Texas

PARCEL 4: HIDALGO COUNTY ROW

A tract of land containing 1.56 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of Lot 72, Block 22, part or portion of Lot 79, Block 27, part or portion of Lot 85 Block 26, Lot 80, Block 26, and part or portion of Lot 71, Block 23, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas, map reference: Volume 3, Pages 52, Map Records, Hidalgo County, Texas

PARCEL 5: KVS FAMILY LIMITED PARTNERSHIP

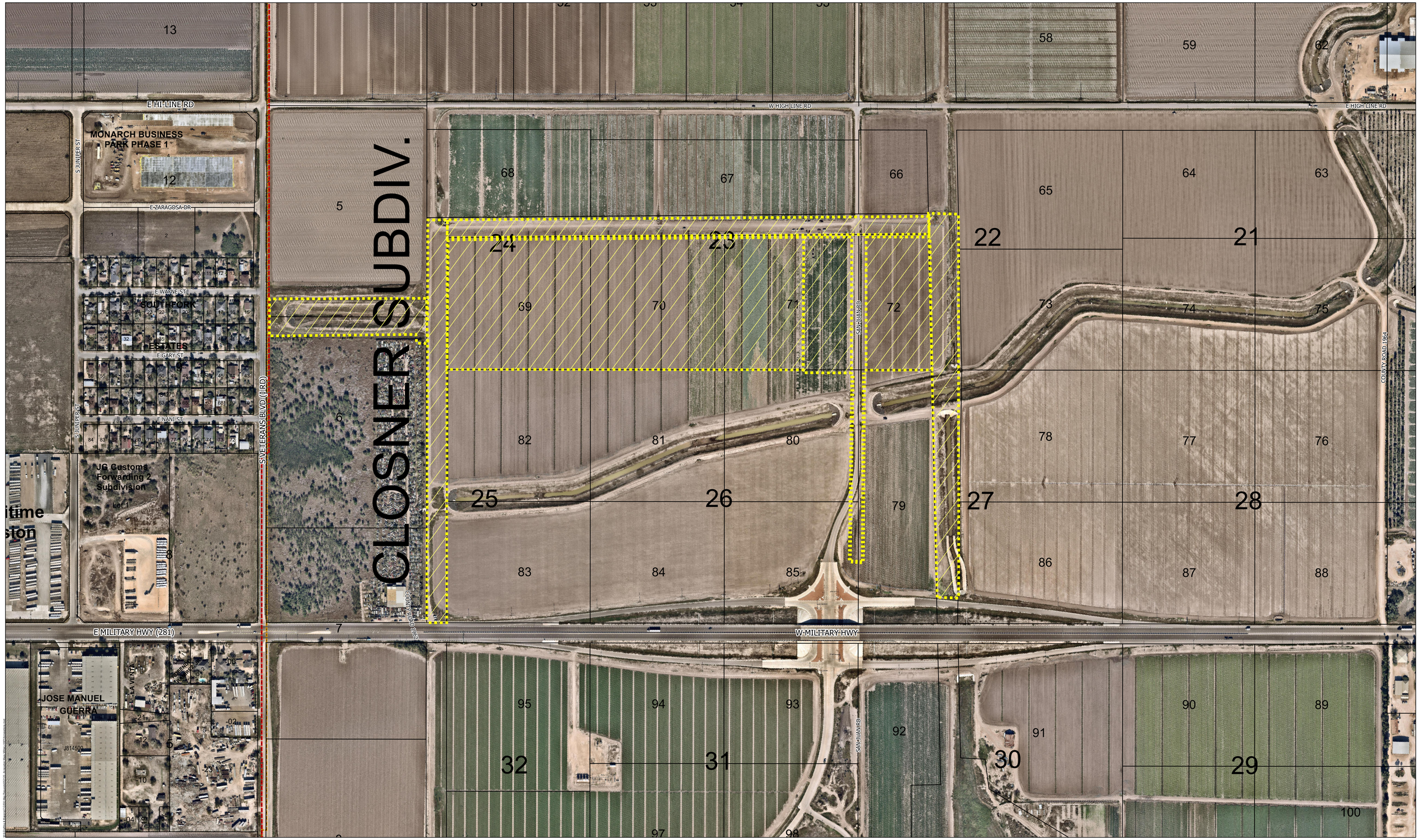
A tract of land containing 5.30 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of Lots 72 Block 22, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas, map reference: Volume 3, Pages 52, Map Records, Hidalgo County, Texas

PARCEL 6: KVS FAMILY LIMITED PARTNERSHIP

A tract of land containing 27.17 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of Lot 69 Block 24, Lot 70 Block 23 and Lot 71 Block 23, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas, map reference: Volume 3, Pages 52, Map Records, Hidalgo County , Texas

PARCEL 7: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY

A tract of land containing 4.05 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of Lot 71 Block 23, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas, map reference: Volume 3, Pages 52, Map Records, Hidalgo County, Texas



MAP EXHIBIT

PROPOSED PARCELS 1 THRU 7

(APPROXIMATE 58 ACRES)

City of Pharr

Location Map

Scale:1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Pharr Engineering

City of Pharr, Texas
Engineering Department
956.402.4221

Date: 10/14/2020

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

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

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

Issue: The Board of Commissioners recently approved the acquisition of approximately 21.2 AC our of Lot 338 and Lot 339, Kelly-Pharr Subdivision for future drainage improvements and we need access to the property. The 2 lots for the Commissioners consideration play an integral part in the drainage improvement plans that will benefit the community. We requested for Affordable Homes of South Texas to convey them back to the City. Their board approved it and are only requesting reimbursement of the cost of maintenance per lot which is $1,772.10 per lot.

Financial Consideration: $3544.20

($1,772.10 per lot)

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

ROUTING:

Iris Mata	Created/Initiated - 10/29/2020
Melanie Cano	Approved - 10/29/2020
Patricia Rigney	Approved - 10/29/2020
Karla Saavedra	Approved - 10/30/2020
City Management Office	New -

RESOLUTION NO. R-2020-_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION: (SEE EXHIBIT A)

LOT 56, BLOCK 18, HIDALGO PARK ESTATES SUBDIVISION, PHARR HIDALGO COUNTY, TEXAS.

LOT 57, BLOCK 18, HIDALGO PARK ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any

opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST

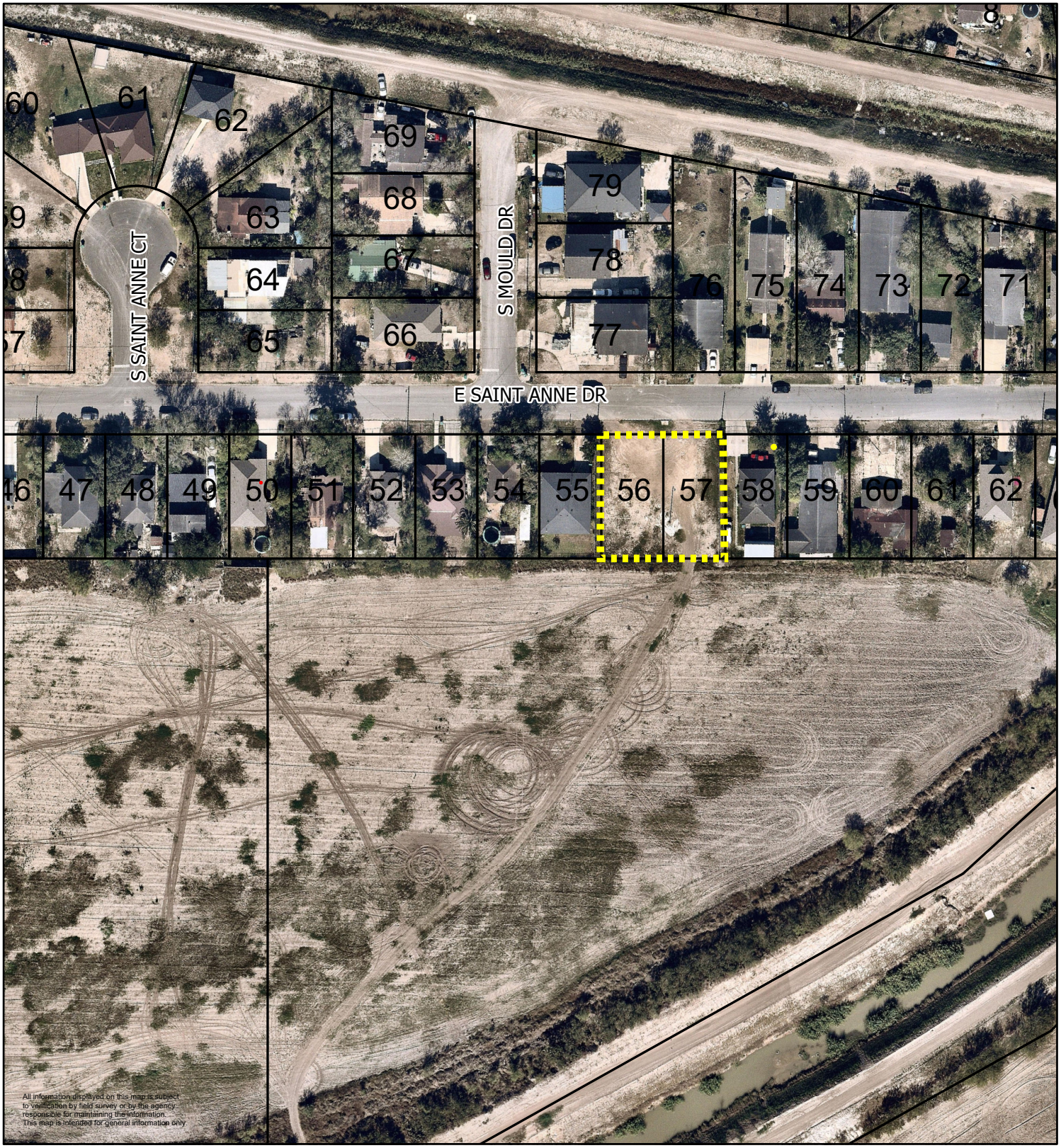
_____

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

City of Pharr

Lot 56 - 57, Block 18, Hidalgo Park Estates



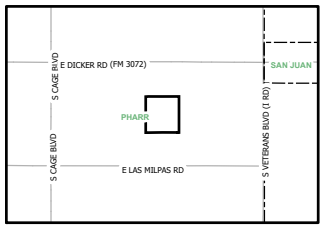
Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/22/2020

Scale: 1 inch = 110 feet

0 55 110 220 330 440 Feet



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution requesting authorization from the Texas Department of Transportation to close US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road and Nolana Loop from Interstate 69 to Veterans Boulevard on Thursday, December 31, 2020 for the New Year's Eve Firework Display.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: In coordination with the New Years Eve Fireworks Display, the Public Works Department is requesting approval of a resolution to submit to the Texas Department of Transportation (TxDOT) to request authorization to close the following streets on Thursday, December 31, 2020:

US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road
Nolana Loop from Interstate 69 to Veterans Boulevard

Financial Consideration: This item has no fiscal impact.

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

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 10/26/2020
Pilar Rodriguez	Approved - 10/26/2020
Patricia Rigney	Approved - 10/27/2020
City Management Office	New - 9/17/2020

RESOLUTION R-2020-__

A RESOLUTION OF THE CITY OF PHARR, TEXAS AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A PUBLIC EVENT IN THE CITY LIMITS OF PHARR

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a public event.

That the closure of FM 3461 (Nolana Loop) from Interstate 69 Central to Veterans Boulevard for the New Year's Eve Fireworks Display from Thursday, December 31, 2020 at 8:30 p.m. until Thursday, December 31, 2020 at 9:30 p.m.

That the closure of US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road for the New Year's Eve Fireworks Display from Thursday, December 31, 2020 at 8:30 p.m. until Thursday, December 31, 2020 at 9:30 p.m.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 2nd day of November, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Daniel Ramirez, Communications Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Resolution supporting and authorizing the creation of the Rio Grande Valley Regional 9-1-1 Emergency Communications District

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: LRGVDC 911 has begun the exploratory process in becoming an Emergency Communications District, as 1 of 16 PSAP in the 911 service area we support the creation of the Rio Grande Valley Regional Communications District

Financial Consideration: None

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez	Created/Initiated - 10/28/2020
Daniel Ramirez	Approved - 10/28/2020
Patricia Rigney	Approved - 10/29/2020
City Management Office	New -

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CREATION OF THE RIO GRANDE VALLEY REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "act"), provides the creation of a Regional Emergency Communications District: and

WHEREAS, the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the "District"); and

WHEREAS, as of May 25, 1989, the City of _____PHARR_____exclusively receives 9-1-1 system services operated through the Council of Governments, a regional planning commission.

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

Section 1. The 9-1-1 Emergency Communications District is Created.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020

_____
Ambrosio Hernandez
City of Pharr Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

(CITY SEAL)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: October 29, 2020
MEETING DATE: November 2, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution authorizing City Manager to submit and execute a grant application to the Texas General Land Office (GLO) under the 2015 Flood State Mitigation Competition - Housing and Urban Development (HUD) Most Impacted and Distressed (MID) County.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Funding is being sought in the amount of $8,542,500 for the Southeast Pharr Drainage Mitigation Project Phase I. This project came out of the Master Drainage Plan and is estimated to cost a total of $11,390,000. The remaining balance of $2,847,500 is to be paid from local funds.

Phase I is for increasing the capacity of the existing drainage structures in a large part of the area in and around Hidalgo Park Estates between E. Thomas Dr. and E. Dicker Rd. The project is taken from the Master Drainage Plan.

Financial Consideration: Estimate for Construction:

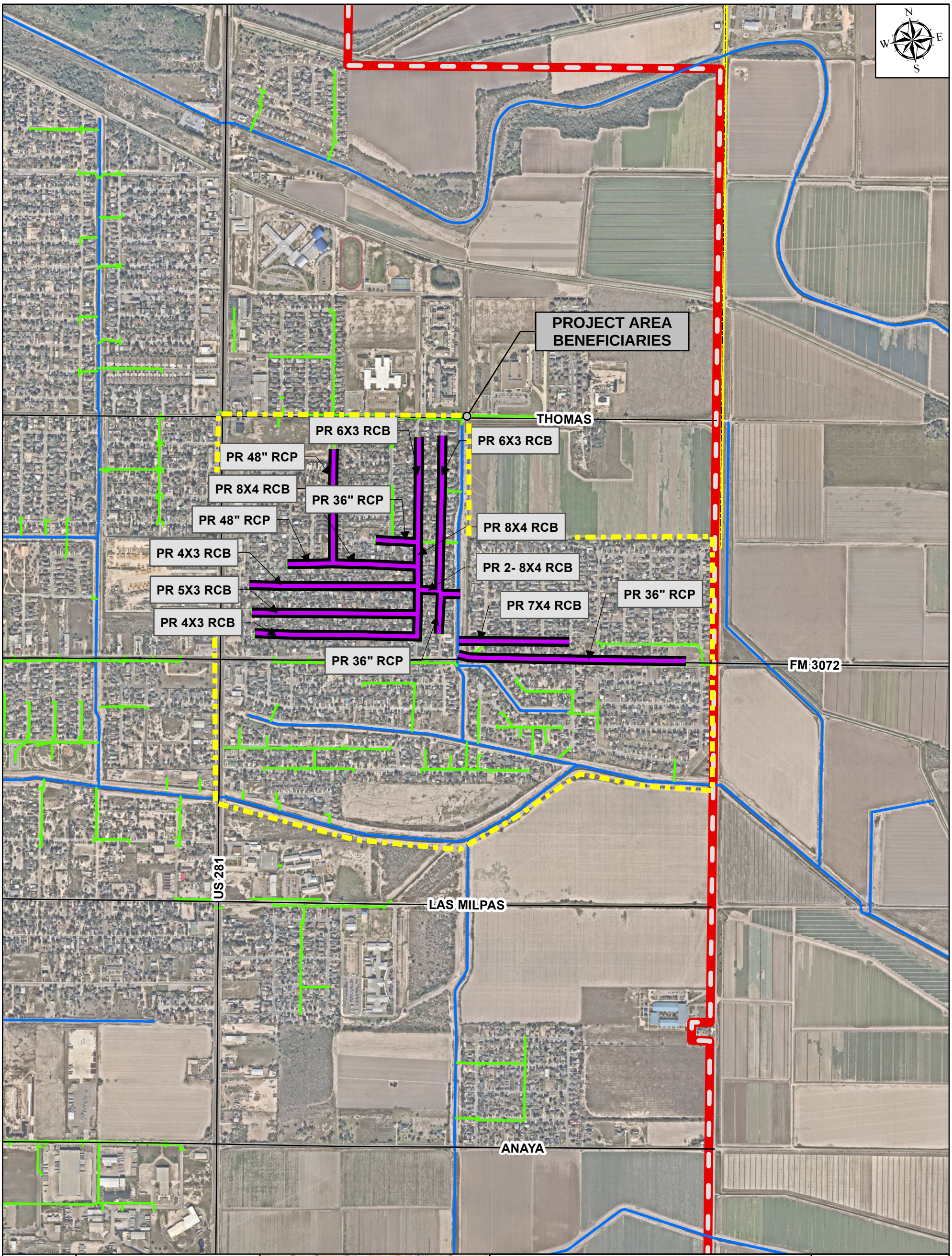
GLO Grant $8,542,500
Local Funds $2,847,500
Total $11,390,000

Staff Recommendation: Staff recommends approval of Resolution to submit grant application to the GLO.

Alternatives: NA

ROUTING:

Maria Rangel	Created/Initiated - 10/29/2020
Omar Anzaldua	Approved - 10/29/2020
Patricia Rigney	Approved - 10/29/2020
Karla Saavedra	Approved - 10/30/2020
City Management Office	New -

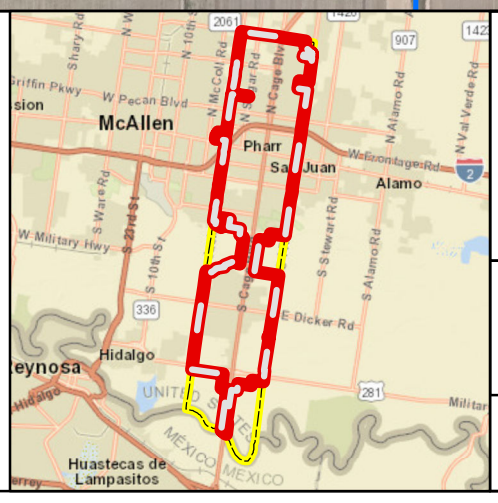


Project
Community Development
Block Grant Mitigation

KEY TO FEATURES

Project Type

- Detention Pond
- Channel
- Storm Drain
- Existing Storm Drain
- Existing Ditch
- Pharr City Limits
- Pharr ETJ



0 600 1,200
Feet

Project Cost: $11.39 Million

CITY OF PHARR MASTER DRAINAGE PLAN

HALFF SMARTER SOLUTIONS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR THE 2015 FLOODS STATE MITIGATION COMPETITION -HUD MID

WHEREAS, the City of Pharr is authorized to apply for a grant from the Texas GLO-2015 Floods State Mitigation Competition – HUD MID grant program, and;

WHEREAS, the City of Pharr meets the official entity requirements of the HUD- and state-designated Most Impacted and Distressed (MID) areas through the City's legal authority to plan for and abate flooding and its participation in the National Flood Insurance Program, and;

WHEREAS, the Texas General Land Office received the United States Department of Housing and Urban Development (HUD) funding under the 2015 Floods State Mitigation Competition – HUD for use to develop, construct and/ or implement activities allowed under CDBG-MIT, and;

WHEREAS, the City Commission desires that the City Manager submit a grant application to the Texas GLO for grant funds to address flooding problems within Pharr, Texas, and;

WHEREAS, the City Commission has the authority to enter into a contract with the Texas General Land Office (GLO) and is prepared to commit funds in cash and/or in-kind services once the grant application is accepted, and;

WHEREAS, the estimated budget (construction) is **$11,390,000** with **$8,542,500** estimated from TX GLO and **$2,847,500** from the City of Pharr, and;

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

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

1.

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

2.

That the City Commission hereby passes this resolution authorizing the City Manager to submit this 2015 Floods State Mitigation Competition – CDBG-MIT grant application for funds to address flooding within the City of Pharr.

3.

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

4.

That the City Commission hereby authorizes the Mayor to enter and sign a contract with the Texas GLO for grant funds to address structure flooding improvements to implement long term mitigation measures within the City of Pharr.

5.

This Resolution is contingent upon the preparation and submission of an application by the City of Pharr to the Texas GLO for seventy-five percent (75%) grant funding from the 2015 Floods State Mitigation Competition – CDBG-MIT and upon approval and commitment of the Texas GLO to grant said funds.

6.

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

ADOPTED BY VOTE OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS at a regular meeting held on the _____ day of November 2020.

APPROVED:

_____
Mayor Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Secretary

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: October 30, 2020
MEETING DATE: November 2, 2020

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Municipal Court

DIRECTOR:

Agenda Item: Consideration and action, if any, on Pharr Municipal Court Amnesty Program for November 3, 2020 through December 31, 2020.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Consideration and possible action to authorize the Municipal Court of the City of Pharr to hold its annual amnesty period from November 3, 2020, through December 31, 2020, during which failure to appear and warrant charges will be waived for un-ajudicated fines paid in full.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney	Created/Initiated - 10/30/2020
Criselda Flores	New -
Karla Saavedra	
City Management Office	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on declaration of certain items and equipment as surplus and authorization for the City Manager to dispose of via a public auction.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The Public Works Department has accumulated items and equipment that is no longer useful or needed as part of City operations. These items consist of obsolete, inoperable and operable equipment/items that may be disposed of if declares surplus by the City Commission.

Staff is requesting that the attached items be declared surplus and the City Manager be authorized to dispose of them via a public auction.

Financial Consideration: This item will generate revenue from the disposition of the surplus equipment and vehicles.

Staff Recommendation: Based on review by this office, staff is recommending that the items presented be declared surplus and that the City Manager is authorized to dispose of them via a public auction.

Alternatives: Keep equipment on the asset inventory.

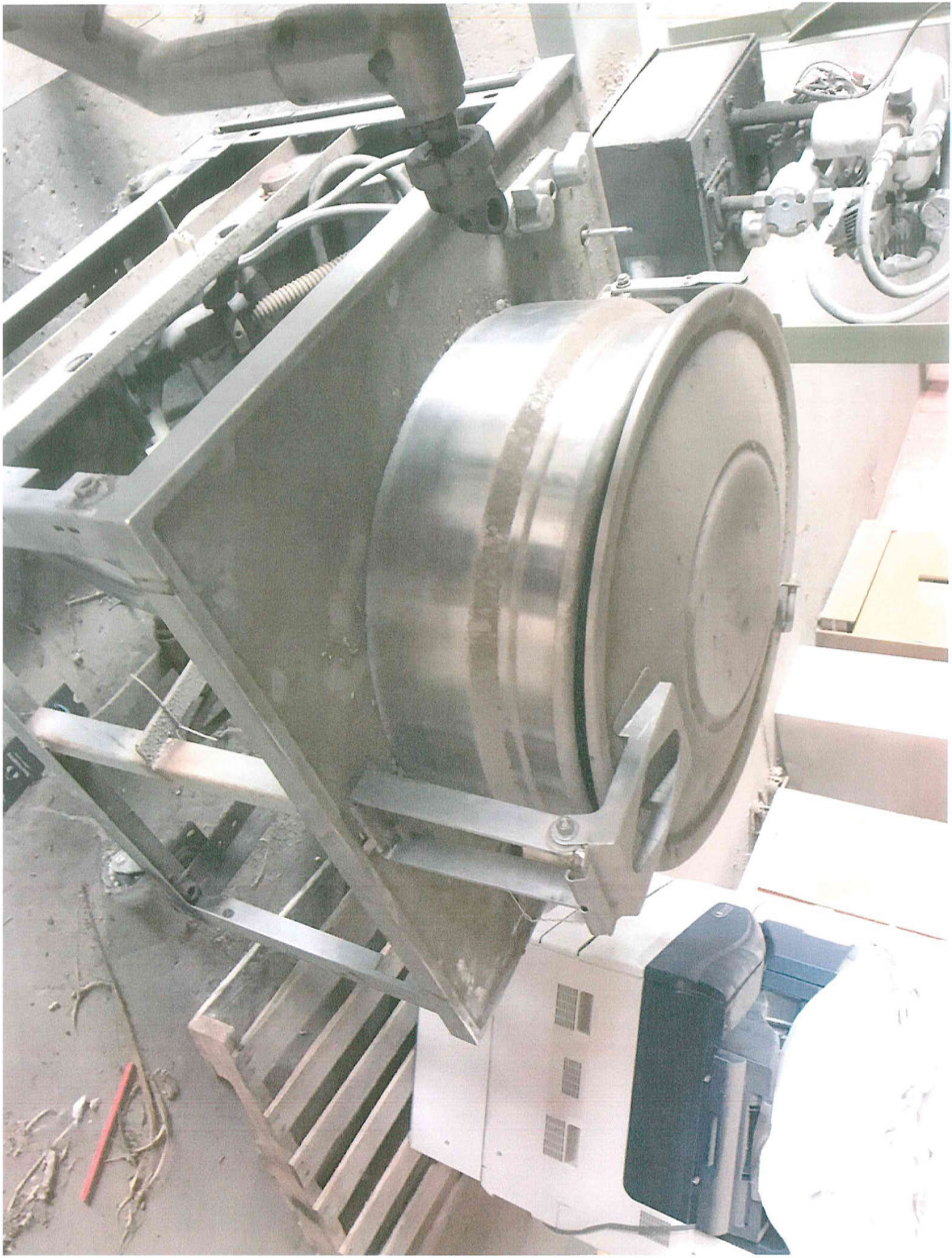
ROUTING:

Pilar Rodriguez	Created/Initiated - 10/26/2020
Pilar Rodriguez	Approved - 10/26/2020
Hilda Pedraza	Approved - 10/26/2020
Patricia Rigney	Approved - 10/27/2020

Karla Saavedra	Approved - 10/30/2020
City Management Office	New -

DEPARTMENT	UNIT #	YEAR	MODEL	VIN	MILEAGE	TITLE	OPERABLE/INOPERABLE
PUBLIC WORKS	431	1998	FORD EXPEDITION	[redacted]	150,432	YES	OPERABLE WITH REPAIRS
PUBLIC WORKS	444	1995	GMC DUMP TRUCK	[redacted]	141,123	YES	INOPERABLE
PUBLIC WORKS	439	1994	CHEVY CAB CHASSIE	[redacted]	67,043	YES	INOPERABLE
PUBLIC WORKS	459	2000	VOLVO DUMP	[redacted]	64,217	YES	INOPERABLE
PUBLIC WORKS	434	2004	STERLING SWEEPER	[redacted]	45,197	YES	INOPERABLE
PUBLIC WORKS		1998	TYMCO HOPPER/ENGINE	[redacted]	N/A	N/A	INOPERABLE
PUBLIC WORKS	N/A	N/A	N/A	[redacted]	N/A	N/A	OPERABLE
PUBLIC WORKS	M-439	2000	WACKER ROLLER RD11A	[redacted]	N/A	N/A	INOPERABLE
PUBLIC WORKS	M-441	1997	DYNAPAC ROLLER CC142-14S	[redacted]	1290 HRS	N/A	INOPERABLE
PUBLIC WORKS	M-438	1999	TRAILER /CAMPER	[redacted]	N/A	N/A	INOPERABLE
WATER PLANT	732	2008	CROWN VICTORIA	[redacted]	107,938	N/A	OPERABLE WITH REPAIRS
PARKS REC	602	2006	FORD F-150	[redacted]	LIEN	N/A	INOPERABLE / BLOWN MOTOR
DEV SERVICES	A-813	2001	FORD TAURUS	[redacted]	LIEN	N/A	OPERABLE WITH REPAIRS
FIRE DEPT	N/A	N/A	GENERATOR KOHLER	[redacted]	N/A	N/A	INOPERABLE
PUBLIC WORKS	M-430	2006	JOHN DEER Z-TRACK MOWER	[redacted]	N/A	N/A	INOPERABLE
EMGT	518-04		MAGNUM LIGHT TOWAR	[redacted]	N/A	N/A	INOPERABLE
PUBLIC WORKS	M-429	2007	831-001 SANDBAGGER	[redacted]	N/A	INVOICE	INOPERABLE
PUBLIC WORKS	N/A	N/A	STAINLESS STEEL POT	[redacted]	N/A	N/A	OPERABLE
PUBLIC WORKS	N/A	N/A	STAINLESS STEEL POT	[redacted]	N/A	N/A	OPERABLE
PUBLIC WORKS	438	2006	STERING SWEEPER	[redacted]	38,853		INOPERABLE

M429
LIFT HERE EMPTY
Pharr
Public Works
LIFT HERE EMPTY



4 0
413
409

20

M-430
2006
JOHN DEER
Z-TRAK
TC717AX054432
ZTRAK

RESCUE
732
W/D

2001 FORD TAURUS

1FAFP52U71G204909

2006 Ford F-150
A-813 DeJIP Services

1999 Trailer/Camper

4YDT28025X3009323

1997 - DYNAPAC Roller
CC 142-145
SN # 60211246

2000 WACKER
Roller
model - RD11A
S/N# 5192133
M-439
M439
Pharr
All-America City
2·0·0·6

Pharr
Public Works
Streets Division
439

Pharr
431
TEXAS
125-4123
Service Center

ELGIN
Public Works
Streets Division
434
ELGIN

Pharr
Public Works
Streets Division
438
ELGIN

459
Pharr
Public Works
VOLVO
TEXAS
113-4245

444
GMC
Pharr
Public Works
Streets Division
TEXAS
123-2603

2
0
0

REGENERATIVE AIR SYSTEMS
TYMCO
600
AIR SWEEPER
DUMP
DOOR

076
MAGNUM
EMERGENCY
MAGNUM

City of Pharr

Parks and Recreation

Public Auction of City Vehicles

Unit Number	Year	Model	VIN	Mileage	Condition
626	2007	Crown Victoria	XXXXXXXXXXXXXXXXX	Digital-Doesn't display	Operable
603	1998	Ford F-150	XXXXXXXXXXXXXX	139165	Inoperable
619	2002	Ram 1500	XXXXXXXXXXXXXXXXX	110234	Inoperable
637	2006	Ford F-150	XXXXXXXXXXXXXXXXX	141786	Operable

603
Pharr
Parks & Recreation
TEXAS
125-4102

619
RAM 1500
Pharr
Parks & Recreation
2006
PHARR
PRIDE

PHARR
PRIDE
637
Parks & Recreation

City of Pharr Fire Dept
Surplus Equipment List

Department	Unit #	Year	Model	VIN	Mileage	Title	Operable/Inoperable
Fire							
	1ea	Car seat					inoperable
	1 ea	Canopy					inoperable
	3 ea	Tri-pods					inoperable
	1 ea	Deoderizer/Fogger					inoperable
	1 ea	Tool box					inoperable
	1 ea	Electrical box					inoperable
	3 ea	Misc items					inoperable
	1 ea	Storage bin					inoperable
	2 ea.	Hose Bridge					inoperable
	3 ea	Extinguisher Brackets					inoperable
	2 ea.	Hydrant wrench					inoperable
	1 ea	Hose dryer					inoperable
	1 ea	Washer/Extractor					inoperable
	4 ea	5,000 psi air bottles					inoperable
	1 ea	Mako Air compressor					inoperable
	1 ea	Refirgerator					inoperable
	5 ea	Hub caps					inoperable

PFD
PFD
PFD
PFD

ONE-SHOT
Operation of One-Shot Extra Gear Injector Pump
Pump 1- push this button only for regular washing of Gear.
➢ Regular dirty gear (assure to separate lower and outer liners before washing gear).
➢ Every six months as per NFPA 1851
Pump 2- push this button only for Contaminated Gear.
➢ Petroleum Products
➢ Bioactive Pathogens; etc.

4TH STAGE
ONE-SHOT
Operation of One-Shot Extractor Injector Pump
Pump 1- push this button only for regular washing of Gear.
Regular dirty gear; (assure to separate inner and outer liners before washing gear)
Every six months as per NFPA 1851
Pump 2- push this button only for Contaminated Gear.
Petroleum Products
Bloodborne Pathogens; etc.
If additional information is needed contact Deputy Chief Carlos Arispe.

OFF
ON

20
110

20

PHARR
PHARR PRIDE
RE · RESCUE
OPEN HERE
CLOSE HERE

FIREFIGHTER
RESCUE

MAKO
FIRE
MAKO
OCALA, FLORIDA

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on proposal from World City for the 2020 Pharr Trade Numbers Book.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Proposal from World City for the 2020 Pharr Trade Numbers Book.

Financial Consideration: $57,600.

Staff Recommendation: Authorization to approve the new proposal from World City for the 2020 Pharr Trade Numbers. The Pharr International Bridge has worked with World City to produce the Pharr Trade Numbers Book for the past 6 years and would like to continue as this book reports the latest on how the Pharr International Bridge ranks amongst our land ports of entry and sea ports.

Alternatives: N/A

ROUTING:

Vanessa Guzman	Created/Initiated - 10/26/2020
Luis Bazan	Approved - 10/26/2020
Patricia Rigney	Approved - 10/26/2020
Karla Saavedra	Approved - 10/27/2020
City Management Office	New -

WORLDCITY

Oct. 26, 2020

Mr. Luis Bazan
Bridge Director
City of Pharr International Bridge
9900 S. Cage Blvd.
Pharr, Texas 78577

Luis,

WorldCity looks forward to continuing its relationship with you, the International Bridge and the City of Pharr as you build on your success in international export-import trade.

Our proposal for 2021 includes the following:

- Pharr TradeNumbers publication, in English and Spanish, $38,000.
  - This is a 112-page magazine will be the fifth annual version in this format and the eighth consecutive annual publication overall.
- Pharr TradeNumbers pocket-sized Pamphlets, in English and Spanish, $9,000.
  - This second annual version is designed to fit in a jacket pocket or purse and provide a quick overview.
- Monthly content syndication data for Bridge website, annual subscription, $6,000.
  - For the third year, WorldCity is automatically uploading the latest export-import data to the Bridge website, with specific commodity totals and market share, an analysis of that trade and more.
- Quarterly Trade Trends webinars, annual subscription, $10,000.
  - These webinars will provide the latest export-import data on key industries, a strong show of support to your local international trade community.
- Eight Trade Matters videos focused on Pharr's key trading strengths, $6,000.
  - These WorldCity-produced 2- to 3-minute videos will bolster the Bridge's website with content on key industries and be shared across social channels.
- Ustradenumbers.com data license, $3,000.
  - Pharr will have access to the most detailed and current data available only to subscribers, providing competitive intelligence updated monthly.

The subtotal for the package is $72,000. I have agreed to a 20 percent, $14,000 discount for a total of $57,600.

We greatly appreciate your continued support,

Ken Roberts
President

Biltmore Executive Center, 1200 Anastasia Ave., Suite 200, Coral Gables, Florida 33134
(305) 441-2244 / worldcityweb.com / @worldcityweb / ustradenumbers.com / @tradenumbers

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action if any, on the purchase of permeable pavers through a sole source vendor TrueGrid out of Houston, TX to be provided by the City of Pharr as owner furnished material to the awarded contractor for the various parking lot improvements project.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr will be bidding out various permeable pavement parking lot project as follows.

1. Downtown Parking Lot (Boler Farms)
2. Overflow Parking (City Hall)
3. E. Sam Houston Hike & Bike Parking Lot

Project No. 2021-01-510-P004-001

Financial Consideration: Material Cost: $139,400.00

Staff Recommendation: Staff recommends approval of the purchase of permeable pavers to be furnished to the awarded contractor as owner furnished material for the various parking lot improvement projects in the amount of $139,340.00.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 10/28/2020
Omar Anzaldua	Approved - 10/29/2020

Ignacio Amezcua	Approved - 10/29/2020
Patricia Rigney	Approved - 10/29/2020
Karla Saavedra	Approved - 10/30/2020
City Management Office	New -

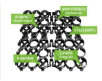
ESTIMATE

 # EST-017204

Date :	08/14/20
Sales person :	Nathan Wood
Delivered Price? :	Yes
Lead time? :	In Stock

Attention:
Omar Anzaldua
Pharr, TX 78577
Email: omar.anzaldua@pharr-tx.gov
Tel: 956-540-9122

Quote Summary We are pleased to quote the following:

#	Product		Dimensions	Quantity - sf	Price per sf
1		PRO PLUS (TG-0020C) CMP SKU : TG-0020C	24" X 24" X 1.8"	65,600 SqFt	2.05
2		SuperSpot PP Yellow SKU : tgs.y		2,700 Spot	1.50
3		SuperSpot PP Blue SKU : tgs.c		540 Spot	1.50

Notes

Price includes delivery. Local sales tax to be included without the receipt of tax exempt form or resale certificate.

We give you the most product at the lowest cost directly from our USA factories. Always in stock.

TRUEGRID is delivered in 4' x 4' pre-assembled sections for quick installation. Each section consists of (4) 2' x 2' pcs. Reconfigure as needed.

Call us to Order.
1-855-355-GRID (4743)
or email.

Looking forward to your business.

Sales Contact: Nathan Wood
Direct Line: 832-723-0236
Email: nwood@truegridpaver.com
www.TRUEGRIDPAVER.com

Terms & Conditions

Prepayment or net 30 days with approved credit information. Quote valid for 30 days unless otherwise specified.

US008734049B1

(12) **United States Patent**
Stiles

(10) **Patent No.: US 8,734,049 B1**
(45) **Date of Patent: May 27, 2014**

(54) **ONE PIECE WATER PERMEABLE PAVER**

(71) Applicant: **Stiles Manufacturing, LLC**, Houston, TX (US)

(72) Inventor: **Barry J. Stiles**, Houston, TX (US)

(73) Assignee: **Barry J. Stiles**, Houston, TX (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **14/088,131**

(22) Filed: **Nov. 22, 2013**

(51) **Int. Cl.**
E01C 5/20 (2006.01)
E01C 9/00 (2006.01)
E01C 5/00 (2006.01)

(52) **U.S. Cl.**
CPC ***E01C 9/004*** (2013.01); ***E01C 5/006*** (2013.01); *E01C 2201/06* (2013.01)
USPC **404/37**; 404/36; 404/40

(58) **Field of Classification Search**
CPC E01C 2201/06; E01C 9/004; E01C 5/006
USPC 404/27–41; 52/223.7; 15/161, 217
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

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2012/0163911	A1 *	6/2012	Culleton et al.	404/41

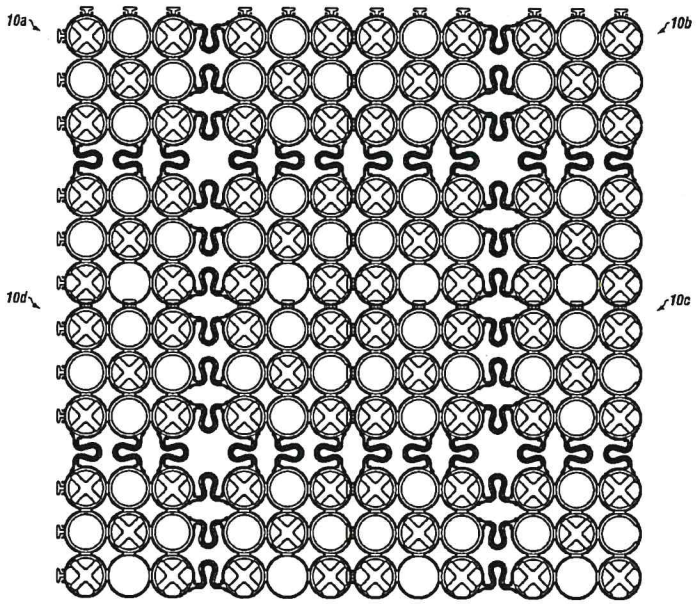
* cited by examiner

Primary Examiner — Raymond W Addie
(74) *Attorney, Agent, or Firm* — Buskop Law Group, PC; Wendy Buskop

(57) **ABSTRACT**

A one piece water permeable paver for forming a surface suitable for traffic having outer flex joint connection cells connected to flex joints, outer three connection cells connected to one of the outer flex joint connection cells, outer two connection cells connected to two outer three connection cells, a plurality of inner single flex joint connection cells connected to one of the flex joints, and an inner dual flex joint connection cell engaging two flex joints, inner four connection cells connected to a pair of outer three connection cells and a pair of inner single flex joint connection cells. Fastening slots are formed partially through outer surfaces of cells that form two sides of the paver. Locking tabs extend from outer surfaces of cells forming two sides of the paver opposite the sides with the locking tabs, enabling a first paver to securely interlock to an adjacent paver.

19 Claims, 5 Drawing Sheets



SOLE SOURCE AFFIDAVIT

1. My name is (Print Name) Nathan Wood
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Airlite Plastics / TRUEGRID Pavers
   Address: 6110 Abbott Dr.
   City, State, Zip Code Omaha, NE 68110
   Telephone Number: ( ) 832-723-0236 / 402-341-7300
   Fax Number: ( )
   E-mail Address: nwood@truegridpaver.com

2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   TRUEGRID PROPLUS
   SuperSpots

3. Competition in providing the above named item(s) is precluded due to: _____ A patent X
   A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water
   _____ It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

Nathan Wood — Business Development — 10/30/20
Signature of Authorized Official — Title of Authorized Official — Date

NOTARY USE ONLY
Subscribed and Sworn to before me this 30th day of October, 2020. State of TEXAS, County of HARRIS.

Nathan Wood
Signature of Applicant

Rossana Roys
Signature of Notary Public

ROSSANA ROYS
Notary ID #6595240
My Commission Expires
September 12, 2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.A.
DATE SUBMITTED: October 22, 2020
MEETING DATE: November 2, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to award Item #1 - Service Contract to Generate Chlorine Dioxide, Item #2 - Supply Contract for Purchase & Delivery of Sodium Chlorite, and Item #3 - Lease of New Equipment to EVOQUA Water Technologies LLC out of Sarasota, FL

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: On October 6, 2020 the Purchasing Department received three (3) bids as depicted in the attached bid tabulation (Project No. 1920-60-582-SP006-054)

Recommending to award Items No. 1,2,3 to EVOQUA Water Technologies LLC.

The lowest bidder JCS Industries, Inc the Chemical does not meet the City of Pharr specs.

Financial Consideration: Budgeted from Acct. # 60-58200-2207 and Acct. # 60-58400-2207 $163,800.00

Item #1 Services $21,600.00 Annually
Item #2 Chemical $119,400.00 Annually
Item #3 Equipment $22,800.00 Annually

Staff Recommendation: Staff recommends approval authorizing City Manager to

award Item #1 Service Contract to Generate Chlorine Dioxide at an Annual Cost of $21,600.00, Item #2 Supply Contract for Purchase & Delivery of Sodium Chlorite at a Unit Price per pound of $0.597, and Item #3 Lease of New Equipment at a Total Cost of $22,800 to Evoqua out of Sarasota, FL. Staff requested to Evoqua best and final offer. Initial contract term for Item #1, Item #2, and Item #3 shall be for a period of one (1) year. If approved, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years, in one (1) year increments, subject to satisfactory performance and the service rates/unit price per pound of chemical remaining unchanged.

Alternatives: N/A

ROUTING:

Diana Martinez	Created/Initiated - 10/22/2020
Ruben Rosales	Approved - 10/26/2020
Karla Saavedra	Approved - 10/27/2020
Patricia Rigney	Approved - 10/27/2020
Hilda Pedraza	Approved - 10/30/2020
City Management Office	New -

EVOQUA
WATER TECHNOLOGIES

October 8, 2020

Ignacio Amezcua MBA
Purchasing Director
City of Pharr
118 S. Cage Blvd., 2nd floor
Pharr, TX 78577
Mobile: (956) 530-7186
Email: Ignacio.amezcua@pharr-tx.gov

RE: BEST AND FINAL OFFER FOR PROJECT #1920-60-582-SP006-054

Dear Mr. Amezcua,

We at Evoqua Water Technologies wish to thank you for the opportunity to present this Best and Final Offer for the following Items listed in the above-referenced project. The prices below are fixed for three years.

ITEM NO	SERVICE / SUPPLY DESCRIPTION	COST	COST
1	SERVICE CONTRACT – TO GENERATE CHLORINE DIOXIDE	MONTHLY FEE: $1,800	ANNUAL FEE: $21,600
2	SUPPLY CONTRACT – PURCHASE & DELIVERY OF SODIUM CHLORITE	EST. QTY: 200,000 LBS	UNIT PRICE PER LB: $0.597
3	LEASE – P&I OF NEW EQUIPMENT	MONTHLY FEE: $1,900	ANNUAL FEE: $22,800

In considering our Best and Final Offer, please consider the following:

- Although we understand the City cannot enter into a three (3) year contract, this offer will assure the City of supply costs and alleviate any inflation concerns at the renewal periods during this time.
- Evoqua has been supplying sodium chlorite and related services to Pharr since 2008.
- During the time we have been a supplier, we have also worked to be a partner in providing the City with unmatched service, up-time of equipment and doing our part to assist the City in producing high quality water.
- Evoqua has numerous service and support locations in Texas with the largest chlorine dioxide installations and service base in the area.
- When Evoqua generators are supplied with service in the full service implementation model proposed by the City of Pharr, our efficiencies are best in class and will save the City in precursor chemicals with a minimum of undesirable by-products.

After your review of the attached information, please do not hesitate to contact me at (941) 359-7930 or via email at jennifer.r.miller@evoqua.com or our local sales representative, Fitz Moles, at (941) 248-5405 or email at fitz.moles@evoqua.com if you desire to discuss this further. Again, we appreciate and are grateful to have this chance to earn the City's business.

Respectfully,

Evoqua Water Technologies LLC

Jennifer R. Miller
V.P. & G.M. – Municipal Services

Pharr Purchasing

City of Pharr

BID OPENING: October 6,2020 at 3:00 p.m.

LOCATION: City Commission Room (2nd Floor)

PROJECT# 1920-60-582-SP006-054 - SUPPLY CONTRACT FOR CHLORINE DIOXIDE, SODIUM CHLORITE AND SERVICE EQUIPMENT FOR THE WATER TREATMENT PLANT

BIDDERS:			EVOQUA				JCS INDUSTRIES INC		INTERNATIONAL DIOXCIDE INC	
DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE ALT	TOTAL AMOUNT ALT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE	MO.	1	$2,100.00	$25,200.00	$1,800.00	$21,600.00	$1,420.00	$17,040.00	$2,500.00	$30,000.00
SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF SODIUM CHLORITE	LBS	200000	$0.597	$119,400.00	$0.597	$119,400.00	$0.639	$127,800.00	$0.680	$136,000.00
LEASE - P&I NEW EQUIPMENT	MO.	1	$2,500.00	$30,000.00	$2,200.00	$26,400.00	$1,670.00	$20,040.00	$4,900.00	$58,800.00
ANNUAL GRAND TOTAL				$174,600.00		$167,400.00		$164,880.00		$224,800.00
ELECTRONIC BID SUMITTED:			YES		YES		YES		YES	
HARDCOPY OF BID SUBMITTED:			YES		YES		YES		YES	

CITY OF PHARR
PROJECT #1920-60-582-SP006-054

ITEM 1 - SERVICE CONTRACT - TO GENERATE CHLORINE DIOXIDE
ITEM 2 - SUPPLY CONTRACT - PURCHASE & DELIVERY OF SODIUM CHLORITE

ITEM 3 - LEASE – P&I OF NEW EQUIPMENT
GENERAL CONDITIONS AND AGREEMENT

1) Vendor/Contractor proposes and offers to furnish to the City of Pharr all of the City's Chlorine Dioxide, Sodium Chlorite and Lease – P&I of New Equipment needs at unit prices stated on bid form.

2) Award of contract shall commence upon formal acceptance by elected governing body and signature on contract from both parties and shall expire one (1) year thereafter unless terminated sooner. The City of Pharr reserves the right to extend the Contract for two (2) additional years, in one (1) year increments, if the Contractor's performance is satisfactory and the unit price(s) remain firm.

3) Vendor/Contractor agrees to meet and abide by all requirements as noted in the solicitation documents to include the "Notice to Bidder's, Instructions to Bidder, Specifications, and Bid Form(s)". Contractor agrees to deliver items/services as needed by City of Pharr within the agreed to delivery time period. (Exhibit "A" – attached)

4) It shall be the responsibility of the Vendor/Contractor to meet all applicable federal, state laws and/or City rules, regulations, and applicable laws, to include safety requirements while engaged in the performance of this Supply/Service Contract.

5) Neither the Vendor/Contractor nor its employees, agents, or assigns engaged in the delivery and off-loading of the goods or performance of services shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the Vendor/Contractor's personnel. The City shall have the right of inspection of said undertaking at any time.

6) Vendor/Contractor agrees to carry adequate Public Liability Insurance, Automobile Liability, Workers Compensation Insurance, and Umbrella Liability, and all other types of insurance required by Federal and/or State law and further agrees to indemnify and save harmless City, its agents, servants, and employees, officials, and insurers ("Indemnities") from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Contractor/Vendor, its employees, officers, agents or assigns while in performance of this Agreement.

7) The City of Pharr reserves the right to terminate this contract with or without cause or when in the opinion of the City, the performance of the Contractor and/or the quality of the Service being delivered is not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of five (5) days to become effective. No waiver of any

covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement. Contractor agrees not to charge the City of Pharr any rental demurred charges.

8) Any threats made to any employee of the City, be verbal or written, to discontinue the **delivery of products/services** for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor/Contractor and obtain the **products/services** elsewhere.

9) Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced and a laboratory test report of their Sodium Chlorite from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the Vendor/Contractor.

10) Any threats made to any employee of the City, be verbal or written, to discontinue the delivery of chlorine or refusal to deliver chlorine for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor/Contractor and purchase the items/services elsewhere.

11) Service(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order at time of order.

12) Vendor/Contractor agrees NO extra charges of any type will be assessed during the contract period.

13) Vendor/Contractor agrees that contract nor payment due may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr.

14) Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.

15) This agreement shall not be binding upon the City unless accepted and signed by Mr. Edward Wylie, Interim City Manager, City of Pharr.

CHLORINE DIOXIDE
GENERAL CONDITIONS AND AGREEMENT
PAGE 2

Accepted this 27th **day of** October**, 20 20.**

AUTHORIZED SIGNOR

CITY OF PHARR
OWNER

Jennifer R. Miller
TYPE/PRINT NAME

EDWARD WYLIE,
INTERIM CITY MANAGER

V.P.&G.M.-Municipal Services
TITLE

Evoqua Water Technologies LLC
LEGAL COMPANY NAME

WITNESS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.B.
DATE SUBMITTED: October 26, 2020
MEETING DATE: November 2, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Service Contract for City Wide Lawn and Landscaping to Olympia Landscape Development, Inc. out of Laredo, TX.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: On October 6, 2020 the Purchasing Department received five (5) bids as depicted in the attached bid tabulation. (Project #1920-01-522-S051-288)

Recommending to award Items 1-14 and 16.

Recommending to reject item 15 (Palm Tree Trimming).

Financial Consideration:

Staff Recommendation: Staff requests authorization to award a Service Contract for City Wide Lawn & Landscaping Services to the low bidder Olympia Landscape Development, LLC from Laredo, TX, for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years, in one (1) year increments, if the performance remains satisfactory and unit prices remain firm.

Alternatives:

ROUTING:

Veronica Gutierrez	Created/Initiated - 10/26/2020
Ignacio Amezcua	Approved - 10/27/2020
Sergio Alanis	Approved - 10/30/2020
Patricia Rigney	Approved - 10/30/2020
Karla Saavedra	Approved - 10/30/2020
Anali Alanis	New -
City Management Office	

Pharr Purchasing

CITY OF PHARR

BID OPENING: October 6, 2020 AT 3:00 P.M.

LOCATION: City Commission Rm 2nd Floor

CITY WIDE LAWN & LANDSCAPING SERVICES
PROJECT NO.: 1920-01-522-S051-288

PARTICIPATING BIDDERS:				General Maintenance Service	Condes Landscaping	Steel Innovations	Olympia Landscape Development	South Texas Landscapes
REFERENCE NUMBER	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
988-52-01001	1. PHARR CITY HALL - 118 S. CAGE BLVD PHARR. TX 78577	EA	1	$800.00	$100.00	$95.00	$375.00	$150.00
988-52-01002	2.PHARR DEVELOPMENT AND RESEARCH CENTER - 850 W. DICKER RD PHARR, TX 78577	EA	1	$950.00	$900.00	$875.00	$350.00	$850.00
988-52-01003	3.PHARR PUBLIC SAFETY COMMUNICATIONS BUILDING - 100 W. FERGUSON AVE., PHARR, TX 78577	EA	1	$900.00	$180.00	$190.00	$290.00	$180.00
988-52-01004	4.PHARR DEVELOPMENT SERVICES - 308 W. NEWCOMBE AVE., PHARR, TX 78577	EA	1	$250.00	$50.00	$60.00	$150.00	$60.00
988-52-01005	5.PHARR MEMORIAL LIBRARY - 121 E. CHEROKEE, PHARR, TX 78577	EA	1	$400.00	$180.00	$175.00	$250.00	$200.00
988-52-01006	6.PHARR POLICE DEPARTMENT, 1900 S. CAGE BLVD., PHARR, TX 78577	EA	1	$800.00	$420.00	$750.00	$625.00	$260.00
988-52-01007	7. PHARR PUBLIC WORKS - 1015 E. FERGUSON AVE., PHARR, TX 78577	EA	1	$700.00	$180.00	$550.00	$175.00	$180.00
988-52-01008	8. PHARR PUBLIC UTILITIES - 801 E. SAM HOUSTON BLVD., PHARR, TX 78577	EA	1	$250.00	$50.00	$45.00	$175.00	$70.00
988-52-01009	9. PHARR EMPLOYEES OVERFLOW PARKING LOT - W. CAFFERY AVE./S. ASTER ST., PHARR, TX 78577	EA	1	$150.00	$120.00	$115.00	$150.00	$140.00
988-52-01010	10. PHARR NORTH SIDE NATATORIUM FACILITY - W. SIOUS RD. & N. CAGE FRONTAGE, PHARR, TX 78577	EA	1	$850.00	$900.00	$4,600.00	$650.00	$120.00
988-52-01011	11.PHARR EVENT CENTER - 3000 N. CAGE BLVD., PHARR, TX 78577	EA	1	$200.00	$280.00	$225.00	$275.00	$320.00
988-52-01012	12.PHARR SOUTH MILITARY HWY - EAST AND WEST BOUND, PHARR, TX 78577	EA	1	$900.00	$900.00	$875.00	$500.00	$800.00
988-52-01013	13.PHARR BUSINESS 83 - EAST & WEST RAILROAD TRACKS, PHARR, TX 78577	EA	1	$1,050.00	$2,500.00	$2,200.00	$2,500.00	$900.00
988-52-01014	14.PHARR/ST.JUDE CHURCH PARKING LOT - 505 S. IRONWOOD ST., PHARR, TX 78577	EA	1	$1,100.00	$200.00	$400.00	$250.00	$100.00
988-52-01015	15.PHARR CITY-WIDE PAL TREE TRIMMING	EA	1	$3,500.00	$27.50	$37.00	$95.00	$40.00

PARTICIPATING BIDDERS:				General Maintenance Service	Condes Landscaping	Steel Innovations	Olympia Landscape Development	South Texas Landscapes
REFERENCE NUMBER	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
988-52-01016	16.PHARR GATEWAY 83-NORTH & SOUTH JACKSON RD., PHARR, TX 78577	EA	1	$1,500.00	$4,000.00	$3,700.00	$375.00	$4,000.00
GRAND TOTAL				$14,300.00	$10,987.50	$14,892.00	$7,185.00	$8,370.00
ADDENDUM #1				YES	YES	YES	YES	YES
ADDENDUM #2				YES	YES	YES	YES	YES
ADDENDUM #3				YES	YES	YES	YES	YES
HARDCOPY OF BID SUBMITTED				YES	YES	YES	YES	YES
ELECTRONIC BID SUBMITTED				YES	YES	YES	YES	YES

CITY OF PHARR

SERVICE CONTRACT FOR CITY WIDE LAWN AND LANDSCAPING SERVICES GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to service the City of Pharr with **CITY WIDE LAWN AND LANDSCAPING SERVICES** for a period commencing on the date of award of the Service Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the performance of this Service Contract.

4. Neither the vendor nor his/her employees engaged in the performance of services shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's personnel. The City shall have the right of inspection of said undertaking at any time.

5. Vendor agrees to carry adequate Public Liability Insurance, Automobile Liability, Workers Compensation Insurance, Umbrella Liability, and all other types of insurance required by Federal and/or State law and further agree to indemnify and save harmless City, it agents, servants, employees, officials and insurers ("Indemnities") from any and all liabilities, losses damages or expenses, including attorney fee's resulting from the negligent acts or omission of vendor its employees, officers, agenda, or assigns while in performance of this Agreement.

6. The City of Pharr reserves the right to terminate this contract with or without cause or when in the opinion of the City, the performance of the vendor and/or the quality of the **Service** being performed are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

7. Any threats made to any city employee of the City, be verbal or written, to discontinue the **City-Wide Lawn and Landscaping Service(s)** for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor and obtain the **City Wide Lawn and Landscaping Service(s)** elsewhere.

8. Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company.

9. Service(s) shall be on an" as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order.

10. Vendor agrees **NO** extra charges of any type will be assessed during the contract period.

11. Vendor agrees that contract nor payment due may be assigned to a third party without the written approval of the City of Pharr.

12. Payment will be made for services rendered only, in accordance with State of Texas Pay Law.

13. This agreement shall not be binding upon the City unless accepted and signed by Mr. Edward Wylie, Interim City Manager, City of Pharr.

Accepted this 26 day of October, 2020.

AUTHORIZED SIGNOR	**CITY OF PHARR** **OWNER**
Jose G. Moreno **TYPE/PRINT NAME**	**EDWARD WYLIE,** **INTERIM CITY MANAGER**
Owner / President **TITLE**	
Olympia Landscape Development, Inc. **LEGAL COMPANY NAME**	**WITNESS**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.C.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to continue maintenance and support services with Frontera Consulting out of McAllen, TX for the South Pharr Pilot Wi-Fi Project .

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr selected Frontera Consulting to install, maintain, and support the South Pharr Pilot Wifi project in November 2017. We are now requesting to extend the services for an additional year. As well, the city's HUD Action Plan 2020 awarded $88,000 in CDBG monies to leverage funding on the project and increase a proposed fifty (50) additional households to the current South Pharr Wi-Fi stock. (Project #1819-01-518-IPQ008-001)

Financial Consideration: This item is budgeted at $39,000 in IT operations.

Staff Recommendation: Staff recommends approval to extend the agreement with Frontera Consulting from McAllen, TX, for an additional year.

Alternatives:

ROUTING:

Veronica Gutierrez	Created/Initiated - 10/28/2020
Ignacio Amezcua	Approved - 10/28/2020
Jose Pena	Approved - 10/29/2020
Raul Garza	Approved - 10/29/2020

Patricia Rigney	Approved - 10/29/2020
Karla Saavedra	Approved - 10/30/2020
Anali Alanis	Approved - 10/30/2020
City Management Office	New -

EXTENSION OF AGREEMENT
FOR CONFIGURATION, INSTALLATION & MAINTENANCE OF WIRELESS NETWORK PILOT PROJECT DO4RGV

THIS EXTENSION OF MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT FOR CONFIGURATION, INSTALLATION & MAINTENANCE OF WIRELESS NETOWRK PILOT PROJECT DO4RGV, made and entered into the 15 day November, 20 20 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Frontera Consulting, LLC**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 601 N. Main Suite B, McAllen, TX 78501.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into a Memorandum of Understanding (MOU) Agreement for Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV, November 20, 2017 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV so as to provide CITY services on an as-needed basis pursuant to contract agreement as outlined in the Memorandum of Understanding signed and dated October 26, 2017 and "Scope of Work" signed and dated on November 20, 2019 (**Project #1819-01-518-IPQ008-001)** and

WHEREAS, the CITY will be leveraging U.S. Department of Housing & Urban Development (HUD) monies in the form of Community Development Block Grant (CDBG) funds to connect Wi-Fi services to a proposed fifty (50) homes in the South Pharr area.

WHEREAS, the CITY will be charged with ensuring that the South Pharr Wi-Fi Connection project is carried out in accordance with HUD rules and regulations for compliance.

WHEREAS, the CITY's South Pharr Wi-Fi Connection Project will benefit at least 51% Low-to-Moderate Income Pharr residents.

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 November 15, 2021.

IN WITNESS WHEREOF this extension of Agreement for Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV 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 29 day of October, 2020 by **Frontera Consulting, LLC.**

Frontera Consulting, LLC

By: _____

Jessica Villarreal / Owner
Title

_____
Witness

Miguel Herbst
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.D.
DATE SUBMITTED: October 28, 2020
MEETING DATE: November 2, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR:

Agenda Item: Consideration and action, if any, on contract extension with Hidalgo County EMS for 9-1-1 Emergency Medical Services.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Our current contract with Hidalgo County EMS expires on November 30, 2020. The City has the option to extend the contract for two more years. Hidalgo County EMS has 5 ambulances available to be sent when receiving emergency 911 calls.

Project No. 1819-01-515-S015-001

Financial Consideration: The proposed contract from Hidalgo County EMS at no cost to the City of Pharr plus a stipend of $3.25 per transport back to the City.

Staff Recommendation: We recommend that the contract be extended at no cost to the City of Pharr plus a stipend of $3.25 per transport back to the City. Hidalgo County EMS has maintained a response level of over 90% within 8 minutes over the life of the current contract.

Alternatives:

ROUTING:

Leonardo Perez	Created/Initiated - 10/28/2020
Ignacio Amezcua	Approved - 10/28/2020
Anali Alanis	Approved - 10/30/2020
Patricia Rigney	Approved - 10/30/2020
Karla Saavedra	Approved - 10/30/2020
City Management Office	New -

EMERGENCY AMBULANCE MEDICAL SERVICE CONTRACT

Between

CITY OF PHARR & Hidalgo County EMS

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

THIS CONTRACT is made and entered into by and between the **CITY OF PHARR** hereinafter called "**CITY**", and **Hidalgo County EMS**, hereinafter called "**COMPANY**".

WITNESSETH

I. **TERM:** This contract shall be for a period of two (2) years **beginning the 1st day of December, 2020 and ending the 30th day of November, 2022,** unless sooner terminated or extended as herein provided. Upon expiration of the term or of extension, COMPANY agrees to hold over under the terms and conditions of this agreement for such period of time as is reasonably necessary to re-solicit and/or negotiate terms and conditions.

II. **DEFINITIONS:** (For additional definitions pertinent to this contract, refer to Chapter 50, Article III of the Pharr City Code and related ordinances, as amended).

A. **COMPANY:** That organization selected to perform the work, which is the subject to this contract.
B. **EMERGENCY Medical Service Advisory Designee** ("EMSAD"): The individual (normally the Fire Chief or the designee) authorized to oversee the operation of the ambulance service system and the performance of the COMPANY under the terms of this contract.
C. **Field Personnel:** All those employees of the COMPANY who have direct telephone or in person contact with the public in the routine course of rendering the services, which are the subject of this contract.
D. **First Responder Organization:** A group or association of certified emergency medical service personnel that provides immediate on-scene care to ill or injured persons but does not transport such persons.
E. **Lame Duck Operator:** A COMPANY that has failed to secure designation as successful bidder under a future competitive bidding process, and who shall continue to furnish service under this contract during the period between the announcement of the new successful bidder and the date of takeover by the new provider.
F. **E.**T.J. – **Extra Territorial Jurisdiction:** Non-incorporated areas of the City as they exist at time of execution of this contract and as they may be amended by reasons of annexation and/or de-annexation of property by City. The area designated for City to respond to and provide emergency services that are designated by the county.

G. **S.D.D – Service Delivery District**: The dedicated response geographical area for a given ambulance unit.

H. **Advanced Life Support (ALS)**: The term used for a vehicle that is designed for transporting the sick or injured and that meet and exceeds the requirements of basic life support; has sufficient equipment for providing intravenous therapy and endotracheal or esophageal intubation and two (2) way radio communications.

I. **Mobile Intensive Care Unit (MICU)**: The term used for a vehicle that is designed for transporting the sick or injured and that meets the requirements of advanced life support vehicle and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardio version drug therapy and two (2) way radio or cellular phone communication.

J. **Primary Unit**: The term used for a vehicle that provides advanced life support with mobile intensive care capability.

K. **Response Time**: The term used for the time span that the address and phone number of a caller is acquired to the time that the ambulance unit arrives at the scene.

L. **Sufficient Number of Ambulances**: The term used shall mean not less than five (5) ambulances (primary) and one (1) back-up ambulance equipped in compliance with Ordinance but may mean more backup ambulances if circumstances warrant assigned inside the City limits.

III. SCOPE OF SERVICES:

A. COMPANY hereby promises and agrees to render and perform as an independent contractor, under the terms and conditions of this pursuant to Chapter 50, Article III of the Pharr City Code and related ordinances, as amended and this contract for the benefit or the CITY, its E.T.J., and its residents, emergency ambulance services at the minimal level of Mobile Intensive Care Unit (MICU) as defined by the Emergency Medical Services Act, Chapter 773, Health and Safety Code, V.T.C.S. in response to all emergency calls initiated by the E-911 System and Fire or Police Departments within the area described in **Exhibit "A".**

B. Emergency ambulance services shall not include patient transfers that do not involve an emergency or medical treatment that is immediately essential to the life or health to the person being transferred.

C. The primary unit(s) will not be allowed to post or respond outside the CITY's Service Delivery District ("S.D.D.)

D. Requests for emergency ambulance service initiated by anyone other than representatives of the Fire and Police Departments are not covered by this contract.

E. The Provider shall not submit, to the City of Pharr or its Police Department, an invoice for the emergency services rendered to a person who is or was a prisoner in the City jail. The prisoner, unless the prisoner fully pays for the cost of services received, shall remain obligated to pay just debts.

F. DISPATCH CENTER OPERATIONS; COMPANY shall employ and manage the necessary personnel for the operation of a dispatch center. Sufficient qualified personnel shall be present in the dispatch center at all times to provide for prompt answering of all telephone calls. Although no specific minimum personnel level requirements are imposed by the CITY, COMPANY'S staffing levels shall be such that callers shall not wait more than three (3) rings

before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been answered.

G. EQUIPMENT AND MANNING LEVELS: COMPANY shall provide sufficient personnel, equipment and ambulances on a 24-hour basis to properly and efficiently answer and service all emergency calls that might arise within the service area. The term "sufficient number of ambulances" shall mean not less than five (5) ambulances (primary) and one (1) back-up ambulance equipped but may mean more backup ambulances if circumstances warrant. COMPANY shall provide at least one (1) year field experience at the minimum level to man a properly discharge emergency ambulance service. An emergency ambulance will be staffed with at least one (1) E.M.T.P. and one (1) E.M.T.B. to discharge duties and responsibilities associated with advanced life support.

H. RESPONSE TIME: COMPANY shall respond to all emergency calls in the service area within eight (8) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field, COMPANY shall respond in a reasonable, safe and efficient manner and shall comply with all state and local laws governing emergency vehicles. The following guidelines shall apply to calculation of response time.

I. For all emergency calls in the CITY, the response time clock shall start when the dispatcher acquires the address and phone number of the caller.

J. For all emergency calls in the CITY, the response time clock shall be stopped by the transmission of the "unit arrived at scene" status signal to COMPANY'S dispatch.

K. Only calls originated in the services area shall be included in response time calculations and reports.

L. When a request originated from within COMPANY'S service area is responded to by a mutual aid provider at COMPANY'S request, the arrival time of the mutual aid provider shall be treated as if it were COMPANY'S responding unit.

IV. **VEHICLE AND EQUIPMENT STANDARDS:**

A. All motor vehicles used for the purpose of providing ambulance service shall be the Type and Module as required by the Texas Department of State Health Services..

B. All motor vehicles used for the purpose of providing ambulance service under this contract shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean, sanitary and first class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.

C. All vehicles and equipment shall be subject to inspection at any time by EMSAD.

D. No ambulance that has been substantially damaged or altered shall be placed in service within the City of its E.T.J. by COMPANY after repairs unit it has been inspected and approved by EMSAD.

E. COMPANY shall be responsible for maintenance of all vehicles and communications equipment, on board equipment and facilities use by COMPANY in performance in this contract.

F. COMPANY shall not use any ambulance in performance of this contract, which is more than three (3) years old.

G. Ambulances must be individually identified by letters, numbers or a combination thereof, displayed on the front, rear and sides of the unit at least four inches (4") in height and must be legible from at least 500 feet.

V. **CONSIDERATION FOR SERVICES**: As consideration for the approval of allowing said COMPANY to provide the services as stated herein, CITY shall not be required to pay any fees, expenses or services to COMPANY. COMPANY shall pay the CITY a Response Fee of $3.25 per transport, on a monthly basis, for the CITY'S support of Communications, Utilities, Maintenance, and upkeep at its four (4) City Fire stations.

VI. **AUTHORITY OF EMERGENCY MEDICAL SERVICE ADVISORY DESIGNEE**: The Emergency Medical Service Advisory Designee "EMSAD" will have the authority to routinely monitor system performance, contract performance, training standards, in service training standards, maintenance standards, dispatch procedures and mutual aid policies.

VII. **MEDICAL CONTROL**:

A. COMPANY shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with COMPANY'S field personnel. It is the responsibility of COMPANY to ensure rapid and reliable radio access to emergency physicians who are fully knowledgeable of local medical protocols, on board equipment and supplies, patient assessment procedures and medical audit processes to provide safe and effective physicians' directions to field personnel. Such direction shall include but not be limited to communication procedures, patient assessment techniques, standing orders, on board equipment and supplies and recommended diagnosis as well as specific medical procedures. Any deficiency in this regard shall be reported to the EMSAD immediately.

B. Medical quality control shall be furnished by COMPANY. A qualified medical director shall be appointed by COMPANY who may also serve as COMPANY'S medical director for purposes of authorizing standing orders and purchasing controlled medications.

C. All costs incurred for physician medical control and medical quality control shall be absorbed by COMPANY.

VIII. **ALLOWABLE CHARGES BY COMPANY, BILLING AND COLLECTING PRACTICES**: COMPANY is authorized to charge no more than the rates prescribed under Chapter 50, Article III of the Phar City Code and related ordinances, as amended for emergency ambulance services and supplies. Such rates may not be changed by COMPANY without the prior approval by PHARR CITY COMMISSION, CITY will not guarantee payment of such fees. COMPANY will be responsible for billing these persons receiving services and shall conduct all billing and collection activities and procedures. CITY will not be involved in any billing and collections procedures nor may its name be used for this purpose. COMPANY shall comply with all applicable laws, regulations and ordinances pertaining to billing for and collection of fees for services under this contract. COMPANY agrees that, in no event, shall the CITY be responsible for any charges for which Company is unable to collect for the emergency services provided under this Agreement for the CITY.

IX. **PUBLIC INFORMATION**: COMPANY shall provide pamphlets, brochures, circulars and other documents as reasonably necessary by the "EMSAD" to advise the citizens residing in the service

area of the level or the service available, the rates charged by COMPANY to provide services to the public and a telephone number to which inquiries or complaints should be directed. Emergency telephone listings shall be provided by COMPANY. The costs of such reasonable listings, advertising and telephone listings shall be the responsibility of COMPANY and shall be done at COMPANY'S expense and within its budgetary allocations.

X. **911 INTERFACE**: COMPANY shall interface with the appropriate E-911 dispatch center and be fully operational using the E-911 System from the effective date of this contract and continuously during the term of this contract or any extension thereof. All costs involved shall be absorbed by the COMPANY.

XI. **COMMUNITY RELATIONS**:

A. COMPANY shall reasonably promote and maintain good community relations through participations in industry matters, prompt response and follow-up to inquiries and complaints from any citizen, participation in community CPR and first aid programs participation in other community activities such as health fairs, school programs, business group meetings and meeting of community service organizations. COMPANY shall cooperate with the media and provide personnel reasonably available for interview with representative of the media.

B. COMPANY shall provide one or more EMS units for public events when requested by CITY. Said EMS units shall be provided in addition to the five (5) primary and one (1) back-up ambulance required under this contract unless authorized by the EMSAD.

C. Company will cover under their Medical Director the City's Fire Department First Responder Program at no additional charge.

XII. **TRAINING OF PERSONNEL**:

A. COMPANY shall provide training and in-service training no less than six (6) times per year and such training shall be consistent with Texas Department of State Health Services and certification requirements and any other requirements under this contract: its own personnel; the City of Pharr Police and Fire Department personnel; and any first responder personnel.

B. COMPANY shall provide at least one (1) staff member to coordinate and provide public education services, training in CPR and obstructed airway procedures, informational talks of EMS- related services and other health matters at reasonable to no cost to CITY personnel and the public. Any such cost shall be pre-approved by the "EMSAD".

XIII. **MEDICAL UPDATES**: COMPANY shall maintain a current knowledge of developments in equipment and procedures throughout the industry and regularly report such developments to the EMSAD.

XIV. **FINANCIAL, MANAGEMENT CHANGE**: COMPANY shall advise the EMSAD in advance concerning any matters which may impact adversely on COMPANY'S financial condition and of any management, ownership or operating changes being considered by COMPANY.

XV. **SERVICES FOR CHILDREN AND PEDIATRIC PATIENTS**: Each vehicle used by COMPANY in the provision of ambulance services under this contract shall carry all equipment necessary for the

treatment and the transportation of children and pediatric patients including child-sized and/or pediatric sized backboards, splints, cervical splints and other equipment as necessary.

XVI. **WORK SCHEDULES AND WOR4KING CONDITIONS**: COMPANY shall establish and utilize reasonable work schedules, shifts assignments and provide safe working conditions so as to ensure that field personnel are fully capable to carry out responsibilities under this contract at all times. COMPANY shall follow the guidelines set forth in Fair Labor Standards Act (FLSA) when considering work schedules and conditions.

XVII. **PROFESSIONAL AND COURTEOUS CONDUCT**: COMPANY shall ensure the ambulance dispatch and management personnel conduct themselves in a professional and courteous manner in the performance of their duties.

XVIII. **AMBULANCE SERVICE DRESS CODE AND USE OF TOBACCO PRODUCTS**: In order to provide a professional appearance, COMPANY shall adopt a uniform policy. All ambulance service personnel will be in uniform and abide by the policy when on duty. Such uniforms shall include picture identification tags and certification tags issued by the Texas Department of Health. COMPANY personnel shall be neat, clean and professional in appearance at all times. Ambulance personnel will refrain from the use of any type of tobacco products while engaged in the performance of their assigned duties.

XIX. **DRUG TESTING**: COMPANY shall ensure that all COMPANY personnel be subjected to drug testing to be initiated at its discretion to eliminate potential drug use in accordance with applicable laws. Upon execution of this contract COMPANY will provide Company Policy implementing and regulating drug testing. Expenses for the administering of drug tests shall be the responsibility of the COMPANY.

XX. **CHARACTER AND COMPETENCE OF EMPLOYEES**: All persons employed by COMPANY in performing this contract shall hold appropriate certifications and/or licenses as required by the Texas Department of Health. COMPANY shall not use personnel in the performance of this contract who are guilty of misconduct or who are incompetent or negligent in the performance of duties.

XXI. **KEY PERSONNEL; PROHIBITION AGAINST BAIT AND SWITCH BIDDING**: COMPANY understands that CITY entered into this contract in reliance upon the qualifications and experience of key personnel of COMPANY. COMPANY commits that such key personnel shall be utilized to provide services to CITY under this contract. Should any of such key personnel be replaced by other personnel, COMPANY shall notify EMSAD in writing in advance of such replacement. All replacement personnel shall have qualifications and experience at least equal to the personnel they replaced.

XXII. **CIVIL DEFENSE, EMERGENCY PREPAREDNESS, DISPATCHER ASSISTANCE AND MUTUAL AID RESPOSIBILITIES**:

A. COMPANY agrees to participate in Civil Defense, Emergency Preparedness and Disaster Training exercises as deemed necessary by EMSAD.
B. During a declared disaster affecting the service area, COMPANY shall commit such resources as are necessary and appropriate given the nature of the disaster. When the disaster

assistance has been terminated, COMPANY shall resume normal operations as rapidly as possible. During any disaster, COMPANY shall continue to provide emergency services to the service area and shall suspend non-emergency transportation services. If necessary, to do so.

C. COMPANY shall enter into mutual aid agreements with any emergency ambulance service providers of Cities adjacent to CITY provided that mutual aid calls rendered by the COMPANY to other ambulance service providers shall be in a manner which does not jeopardize COMPANY'S ability to render services under this contract to CITY,

XXII. **RECORD KEEPING AND REPORTING**: COMPANY shall utilize a date collection and reporting systems, which shall meet the following minimum standards.

A. COMPANY agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state, and local regulations.

B. COMPANY shall provide CITY approved monthly summary of its activities to CITY on or before the 10th day of each month during the term of this contract, continuing the following information: (1) Listing of all EMS calls responded to in Pharr by indicating the location/address of the call, the S.D.D location, and all other information deemed necessary by the CITY; (2) the time that the call was received, the time that the ambulance was dispatched and the time of arrival (the response time), the total on-scene time; (3) Explanation for all calls with a "response" time greater than eight (8) minutes; (4) Explanation for all calls with an "on-scene" time greater than twenty (20) minutes; (5) the nature of the call, the charges made thereof; and (6) Personnel roster listing names, dates of initial recertification, and dates of hire for all full and part-time paramedics working regular shifts in Pharr and highlight any new personnel added since the previous report submitted to the CITY, the number or name and level of capability of the ambulances in service, and such other relevant information as CITY may from time to time require.

C. COMPANY shall report to EMSAD the date of any random drug tests administered and the number of persons who tested positive within ten (10) days of COMPANY receiving the results. If any positive results are to be found, COMPANY shall report to EMSAD actions taken on the situation.

D. COMPANY shall report to EMSAD any changes affecting assigned personnel and/or equipment at least thirst (30) days in advance of implementation of such changes.

E. COMPANY shall report to EMSAD any violations or infractions, that involve a primary ambulance assigned to CITY, given to COMPANY by the Texas Department of State Health Services within fifteen (15) days of the violation or infraction.

XXIV. **OUTSIDE WORK**: COMPANY shall not be prohibited from emergency service to others, either within or outside the service area provided that:

A. The provision of such services does not detract from COMPANY'S abilities to fully perform under this contract including servicing the agreed upon S.D.D. at all times.

B. Neither COMPANY nor its employees shall be involved in any activity which violates any federal, state or local law, regulations or ordinances.

C. Company shall ensure that all staff and personnel performing duties under this agreement shall not moonlight or be engaged in other employment during work hours.

XXV. **COMPLIANCE WITH APPLICABLE LAWS AND REGUALTIONS**: All services provided by COMPANY under this contract shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations and Chapter 50, Article III of the Pharr City Code and related ordinances, as amended. It shall be COMPANY'S sole responsibility to determine which laws, rule and regulations to apply to the service rendered under this contract and to maintain compliance with such laws, rules and regulations at all times.

XXVI. **INSURANCE**: At all times during the term of this contract and any extension thereof, COMPANY shall have insurance coverage as specified herein. COMPANY shall provide CITY with a Certificate of Insurance indicating the types and amounts of insurance in effect. (Exhibit B). Further, COMPANY shall require its personnel and insurance carriers to give CITY at least thirsty (30) days' written notice of any cancellation, termination, failure to renew or renewal or any change in coverage of any policy or policies reflected in the Certificate of Insurance.

A. COMPANY shall have insurance coverage in the following amounts:
   1. Motor vehicles: (1) Liability for injury or death to one person - $200,000.00, (2) liability for injury or death to one or more persons during one occurrence - $600,000.00, (3) property damage liability for one occurrence - $300,000.00 and uninsured motorist-same as bodily injury liability limits.
   2. Malpractice insurance of not less than $500,000.00 for each claim COMPANY shall provide malpractice insurance on occurrence "rather than a claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event look place or after this contract or the insurance policy expires.
   3. Umbrella policy - $1,000,000.00 providing additional coverage to all underlying liabilities.

B. The insurance policies required herein as well as declarations pages and Certificates of Insurance shall be submitted to EMSAD for approval prior to execution of this contract.

C. The cancellation of any policy required herein shall automatically revoke and terminate this contract unless another insurance policy complying with these provisions shall be provided and be in full force and effect at the time of the cancellation of this prior policy.

D. Each insurance policy required herein shall provide that notice of cancellation and notice of reinstatement and notice of renewal shall be provided to EMSAD.

E. COMPANY shall also obtain and maintain during the term of the contract and any extension thereof, workers compensation insurance as prescribed by the laws of the State of Texas. COMPANY agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees from any claims arising from employees of COMPANY due to alleged on the job injuries or illnesses.

XXVII. **ASSUMPTION OF RISK, INDEMNITY OF CITY**: COMPANY agrees to assume all risk incident to or in connection with its activities to be conducted pursuant to this contract and shall be solely responsible for all accidents, injuries or damages of whatsoever kind or nature to persons or property caused by or resulting from COMPANY'S operation and shall indemnity, defend and hold harmless CITY, its officers, public officials, agents and employees from any and all claims, suits, judgments, orders, losses. Damages, liens, settlements, agreements, demands, costs, expenses (including reasonable attorney fees) or injuries to persons or property of whatsoever kind of nature arising directly out of COMPANY'S performance pursuant to this contract.

XVIII. **NON-TRANSFERABLE CONTRACT**: COMPANY'S obligation under this contract shall not be assigned or transferred. Any changes in ownership of COMPANY must be approved by CITY's COMMISSION, prior to transfer. No changes in operational status may be made without consent and notice to the City.

XXIX. **LOSS OF CONTRACT**: COMPANY understands and agrees that a loss of this contract on a future bid cycle or upon involuntary termination means the loss of all benefits and authority granted pursuant to this contract.

XXX. **LAME DUCK PROVISIONS**:

A. Should COMPANY not be awarded a contract to provide emergency ambulance services to this service area at a future time, COMPANY shall continue to provide all services required under this contract until the subsequent provider takes over services. During such period of time COMPANY shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the subsequent contract and COMPANY shall specifically be prohibited from making any changes in COMPANY'S method of operation which could reasonably be considered to be directing at reducing COMPANY'S operating cost to maximize profits during the final stages of this contract.

B. Any deterioration in quality of level of services during such "lame duck" period or any reduction in personnel, management staff or quality of training efforts or any other reduction in effort during the "lame duck" period as compared with the previous period of operation, me be viewed as an attempt by COMPANY to engage in excessive profit taking during the "lame duck" period and the CITY, may at its option, calculate the value of such reduction and deduct the amount from the COMPANY'S final payment.

XXXI. **COOPERATION WITH POLICE AND FIRE DEPARTMENTS**: COMPANY shall establish and maintain a good working relationship with Fire and Police Departments and the Pharr Public Safety Communications Department in the service area. COMPANY shall cooperate with such Police and Fire Departments and established standardized procedures for such departments to request emergency services from COMPANY. COMPANY shall cooperate fully in providing emergency standby coverage and requested by the Police and Fire Departments during events where firefighters or law enforcement personnel may be subject to injury. Such standby coverage may utilize on-duty ambulance units and shall be provided without additional compensation to COMPANY.

XXXII. **AUDITS AND INSPECTIONS**: At any time during normal business hours and as often as may reasonably be deemed necessary by EMSAD. EMSAD may observe COMPANY'S operations and COMPANY shall make available to EMSAD for examination COMPANY records with respect at all matters covered by this contract. EMSAD may audit, examine, copy and make excerpts or transcriptions from such records and may make audits, invoices, patient assessments on board supplies, ambulance inventory records, list of personnel, daily logs and other data related to all matters covered by this contract. EMSAD may, at any time and without notification, directly observe COMPANY'S operation of the dispatch center, any ambulance station or post location and may ride as a third party in any of COMPANY'S ambulance units at any time. Provided, however, that in exercising this right to inspection and observation, EMSAD shall conduct themselves in professional and courteous manner, shall not interfere with COMPANY'S employees in the

performance of their duties and shall at all times be respectful of COMPANY'S employer/employee relationships and sign a waiver releasing COMPANY from any liability. CITY shall have the right to audit the working papers and call histories at any time for an assessment of COMPANY'S performance and obligations.

XXXIII. **RIGHTS AND REMEDIES NOT WAIVED**: COMPANY agrees that the work herein specified shall be satisfactorily completed without further compensation than as provided for in this contract. In no event shall any payment by CITY to COMPANY constitute or be construed to be a waiver by CITY of any breach or of any default existing at such time and shall in no way impair or prejudice any right or remedy available to CITY with respect to such breach or default.

XXIV. **SUSPECTED OR KNOWN CHILD OR ELDERLY ABUSE**: COMPANY shall ensure that, if any employee of COMPANY suspects that a child or an elderly person has been the victim of abuse or knows of a child or elderly person who has been abused, such suspected or known child or elderly abuse shall be reported in accordance with applicable law.

XXXV. **DEFINTIONS OF MAJOR BREACH AND PROVISIONS FOR EMERGENCY TAKEOVER:**

A. COMPANY agrees that should COMPANY fail to perform under this contract to extent that the public health and safety is endangered, the CITY may assume all duties of COMPANY under this contract. In such event, CITY may also pursue remedies for breach of contract against COMPANY.

B. Conditions and circumstances, which constitute a major breach of contract by COMPANY shall include but not be limited to the following:

1. Failure of COMPANY to operate the emergency ambulance service system in a manner which enables CITY and COMPANY to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations.
2. Fabrication or falsification of information supplied by COMPANY to CITY during the bid process.
3. Fabrication or falsification of data supplied by COMPANY to CITY during the course of operations or falsifications or fabrications of any other data required under this contract.
4. Deliberate, excessive and unauthorized reduction of operations by COMPANY to the detriment of performance during a "lame duck" period or any period during the effective time of this contact.
5. COMPANY'S failure to maintain equipment in accordance with good maintenance practices.
6. Failure of COMPANY to ensure that its employees conduct themselves in a professional and courteous manner and present a professional appearance.
7. Failure of COMPANY to comply with approved rate settling, billing and collecting procedures or an increase of services to the public without the approval of the CITY COMMISSION.
8. Failure by COMPANY to establish, operate and maintain a formal compliant resolution procedure.
9. Failure of COMPANY to provide the insurance coverage or documentation thereof, as required herein.

10. Failure of COMPANY to cooperate with and assist CITY after a major breach has been declared as provided for herein, even if it is later determined that such breach never occurred, or that the cause of such breach was beyond COMPANY'S reasonable control.
11. Change of ownership of COMPANY without prior approval by CITY's Commission.
12. Any act or omission that is a violation of any provision contained in this agreement.
13. Any other conduct, either in connection with this contract or not of such a public nature that is adversely reflects on the CITY or COMPANY'S ability to function satisfactorily under this agreement.

C. In the event CITY through its EMSAD determines that a major breach has occurred and if the nature of the breach is in the EMSAD's opinion such that the public health and safety are in danger, the EMSAD shall give COMPANY notice and a reasonable opportunity to correct such deficiency. If COMPANY fails to immediately correct such breach, COMPANY shall cooperate completely and immediate takeover of COMPANY'S obligations under this contract by CITY. No litigation shall have the effect of delaying, in any way the immediate takeover by CITY or CITY'S designee, or COMPANY'S obligations hereunder.

D. Such provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety and legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed and shall not under any circumstances delay the process of the emergency takeover by CITY or CITY'S designee. COMPANY'S cooperation with and full support of such emergency takeover will not be construed as acceptance by the COMPANY of the findings of a major breach and shall not in any way jeopardize COMPANY'S right to recover should a court later find that the declaration of major breach was made in error.

E. Failure on the part of the COMPANY to cooperate fully with CITY and/or CITY'S designee to effect a safe and smooth takeover of operations shall itself constitute a major breach of this contract, even if it is later determined that the original declamation of major breach by the CITY was made in error.

XXXVI. **TERMINATION**: The parties to this contract acknowledge that the performance and services provided hereunder must be borne by COMPANY. Either party has the right to terminate this contract with or without cause and without further obligation or liability. The party terminating the agreement shall notify the other party of such termination of the contract in writing at the address indicated herein or wherever authorized person may be found herein no less than thirty (30) days before the effective date of termination.

XXXVII. **SPECIAL PROVISIONS**: The following special provisions shall apply to this contract and in the event of any discrepancy between these special provisions and any other provisions set forth herein, the language contained in these special provisions shall govern:

A. This contract may be extended only upon approval of the CITY through its City Commission.

B. COMPANY personnel shall not request or receive payment for services rendered from any person at the scene of the emergency, while the ambulance is an-route to its destination or upon the ambulance's arrival at the destination. After services are rendered, COMPANY may obtain information and seek payment for services rendered.

C. Any type of air transportation utilized by COMPANY shall be in accordance with established protocol. If a helicopter or other type of air transportation is called to scene of a medical emergency and is not on the scene or within a short distance thereof, by the time the patient is stabilized and ready to be transported by COMPANY, COMPANY shall transport the patient to the nearest appropriate facility.

D. COMPANY shall not refuse emergency ambulance services nor otherwise discriminate against any person in the performance of this contract on the basis of age, sex, race, religion, disability status or ability to pay for services rendered.

E. NOTICE: Any notice given to the COMPANY by CITY shall be by U.S. mail, certified mail postage prepaid addressed to:

Any notice given by COMPANY to CITY shall be sent by U.S. mail, certified mail, postage prepaid addressed to:

City Manager
City of Pharr
P.O. Box 1729
Pharr, Texas 78577

F. This contract is performable in Hidalgo County, Texas. Venue for any litigation arising from this contract shall be in Hidalgo County, Texas.

XXXVIII. **CONFLICTING PROVISIONS AND INTERPRETATION**: Any conflict between any provisions of this agreement and the laws, rules and regulations, or Chapter 50, Article III of the Pharr City Code and related ordinances, as amended shall be interpreted in favor of the laws, rules and regulations and Code.

SIGNED in duplicated originals this ____ day of ____ 20___.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

CITY OF PHARR:

BY:_____
Ambrosio Hernandez, Mayor

HIDALGO COUNTY EMS

BY:_____

ATTEST:

BY:_____
Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

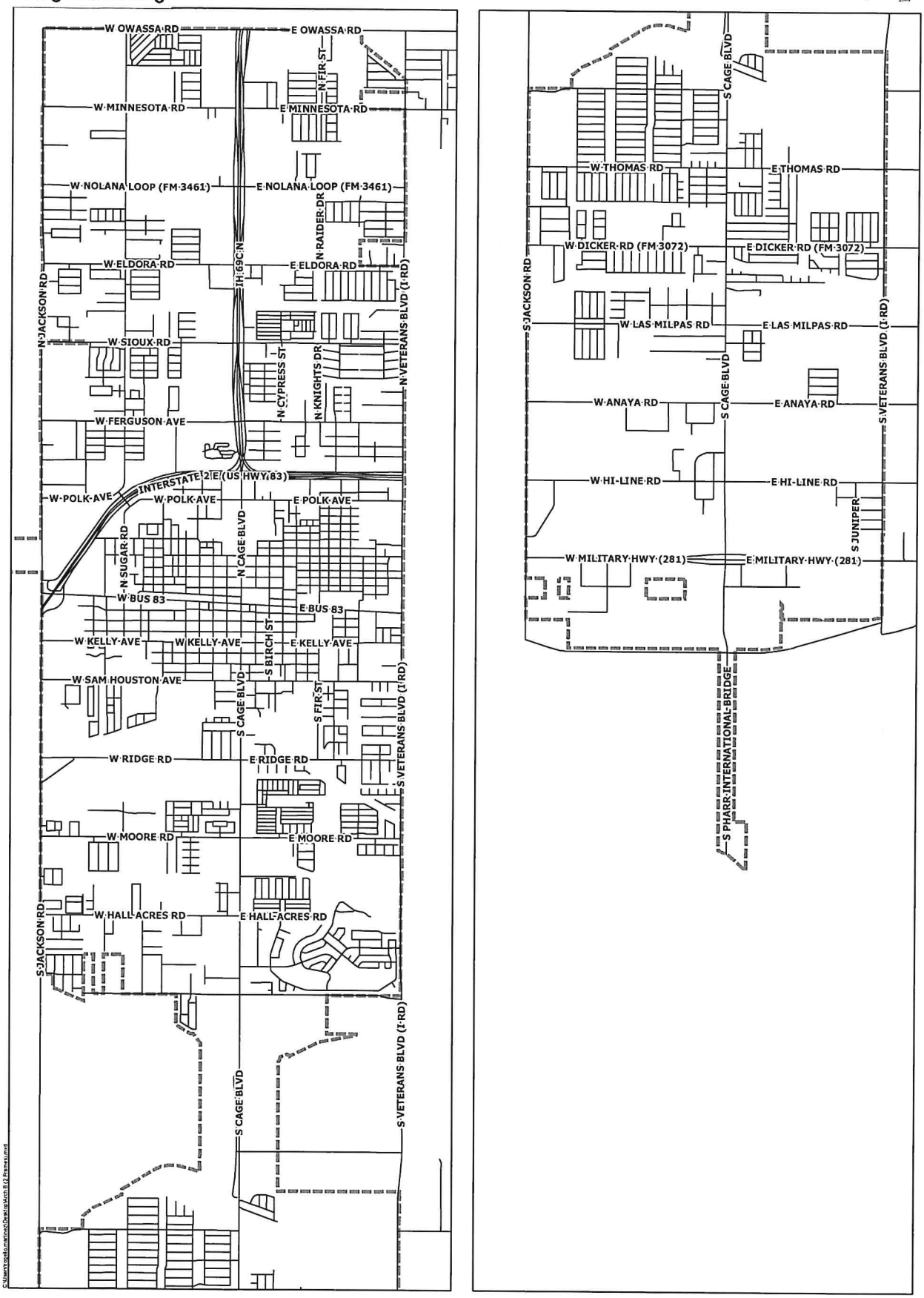
BY:_____
City Attorney

ATTACHMENTS: *Exhibit "A" City of Pharr ETJ Map*
Exhibit "B" Certificate of Insurance

Pharr Engineering

City of Pharr

City Limits and Streets



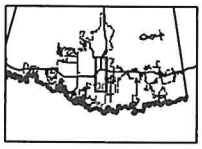
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 3,000 feet

0 1,500 3,000 6,000 9,000 12,000 Feet



HIDACOU-01

RSTEPHENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frates Insurance & Risk Management
13439 Broadway Extension
Oklahoma City, OK 73114

CONTACT NAME: Rachel Stephens
PHONE (A/C, No, Ext): (405) 290-5706 FAX (A/C, No):
E-MAIL ADDRESS: RStephens@fratesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Capitol Specialty Insurance Corporation	10328
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Blake Bryan Enterprises LLC
P.O. Box 2533
Edinburg, TX 78540

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			MMP20172136-04	1/27/2020	1/27/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			73APB003718	1/28/2020	1/28/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			MMP20172136-04	1/27/2020	1/27/2021	Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pharr, their employees, officers, officials, agent and volunteers in respect to the contracted services are listed as additional insureds, waiver of subrogation aplies in their favor. 30 Days Notice of Change/ or Cancellation will be sent to the City of Pharr for all policies.

CERTIFICATE HOLDER

City of Pharr
118 S Cage Blvd
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dennis Bowman

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