TAKE NOTICE THAT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM, 118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS COMMENCING AT 4:00 PM ON TUESDAY, SEPTEMBER 7, 2021

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 National Day of Remembrance of Murder Victims.

B) Proclamation proclaiming the 20th Anniversary of September 11, 2001 Remembrance Ceremony.

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.

B) **Public Hearing:** Solicitation of Comments from the general public on the 2021 Tax Year Proposed Property Tax Rate for the City of Pharr.

C) **Public Hearing:** Solicitation of Comments from the general public on Budget Fiscal Year 2021-2022.

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

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) Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract to purchase structural firefighting helmets for the fire department. (FIRE)

B) Consideration and action, if any, on Development Services Cases:

1. Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD). The property is legally described as being 2.68-acre tract of land, more or less, out of Lot 1, Posadas Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 3515 North Sugar Road. **COZ#210742**

2. Margarita Pena, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being all of Lot 17, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1008 West Minnesota Road. **COZ#210743**

3. LEM Group LLC, d/b/a The Bridge Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is legally described as being .099 acre tract of land, more or less, out of Lots 1 & 2, Luvil LLC Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 508 West IH-2 Suites 12 & 13. **CUP#210741**

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

5. Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

6. Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP#170637**

7. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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 Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Appendix A, Zoning, Article VII, Section 1.70, A(7), to the Code of Ordinances. ***(2nd Reading)*** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance setting speed limits on Sam Houston Boulevard. ***(1st Reading)*** (ENGINEERING)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-78-39, Speed Limits on Veterans Boulevard ("I" Road) for the segment between Owassa Road and Javelina Drive. ***(1st Reading)*** (ENGINEERING)

D) Consideration and action, if any, on Ordinance amending Ordinance 0-2121-21 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. ***(1st Reading)*** (EMERGENCY MEDICAL SERVICES)

E) Consideration and approval of an Ordinance authorizing the issuance of City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2021, approving an official statement, authorizing the execution of a purchase contract, and making provisions for the security thereof, delegating authority to certain city officials to approve all final terms of the bonds, and authorizing amendment to the City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject; and declaring an effective date. ***(1st and Final Reading)*** (FINANCE)

F) Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2022-2023. (ADMINISTRATION)

G) Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members and two (2) alternate members to the Planning and Zoning Commission. (DEVELOPMENT SERVICES)

H) Consideration and approval of a Resolution declaring the expectation to reimburse expenditures with proceeds of future debt. (FINANCE)

I) 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)

8. ADMINISTRATIVE:

A) Presentation of Proposed Budget FY 2021-2022 (FINANCE)

B) Presentation of Texas Manufacturing Assistance Center (TMAC) update on the Strategic Planning process. (ADMINISTRATION)

C) Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for Twin Span Bridge, CSJ #0921-02-479 (ENGINEERING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. for lobbying services. (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to approve the advertising with Inbound Logistics A Thomas Company from New York, New York in the amount of $50,000 for a period of 12 months. (BRIDGE)

C) Consideration and action, if any, authorizing the City Manager to repair fire apparatus unit 312 (Rescue 4) utilizing Siddons-Martin Emergency Group out of Pharr, Texas in the amount of $81,132.46 utilizing BuyBoard Cooperative Purchasing contract number 571-18 (FIRE)

D) Consideration and action, if any, authorizing the City Manager to enter into a master equity lease agreement with Enterprise Fleet Management for lease of emergency and non-emergency vehicles for the City of Pharr utilizing Sourcewell Contract ID #060618-EFM. (FIRE)

E) Consideration and action, if any, on acceptance of Expressway 83 Elevated Storage Tank Rehabilitation Project, and release of final payment and retainage in the amount of $23,865.00 (ENGINEERING)

F) Consideration and action, if any, on acceptance of Change order No. 1 for WWTP (Waste Water Treatment Plant) Oxidation Ditch No. 2 & Electrical Improvements PH 1 in the amount of $2,500 and the addition of 50 calendar days (ENGINEERING)

G) Consideration and action, if any, authorizing City Manager to award the Supply Contract(s) for the Purchase and Delivery of City Wide Uniforms. (PURCHASING)

H) Consideration and action, if any authorizing the City Manager to ratify Inter-local agreement with Edinburg Consolidated Independent School District for Emergency Medical Service Special Event services. (EMERGENCY MEDICAL SERVICES)

I) Consideration and action, if any, on Change Order No. 2 in the amount of $220,793.22 for additional scope of work item to the Northbound Lanes and 2nd BSIF Exit Project. (ENGINEERING)

J) Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. and the City of Pharr for Community Development Block Grant (CDBG) administration services. (GMCD)

K) Consideration and actions, if any, authorizing the City Manager to approve the repair of Lift Station #6 utilizing Southern Trechless Solutions out of La Feria, TX in the amount of $238,850.00 true BuyBoard Cooperative Purchasing contract number 635-21. (PUBLIC UTILITIES)

10. LEGAL:

A) Consultation with legal on Pharr International Services, LLC (ADMINISTRATION)

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. 1007 or FAX 956-702-5313 or E-mail 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 3rd day of September 2021 at 4:50 p.m.

and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 3rd day of September 2021.

IMELDA BARRERA, TRMC
ASSISTANT 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: _____

The Rio Grande Valley
Families & Friends Of Murdered Children, Inc.

"For those who have died by homicide forever in our ❤ and seeking justice"

08/22/2021

Attn: Attn: Honorable Mayor Dr. Ambrosio Hernandez

City of Pharr

118 S. Cage Blvd Pharr, TX 78577

RE: Proclamation Support
September 25th National Day of Remembrance for Murder Victims

Dear Honorable Mayor:

As you may know by now, Mayor Hernandez, this fall, I will join thousands of victims, service providers, law enforcement officials, and individuals supporting September 25, the National Day of Remembrance for Murder Victims Annual Candlelight Vigil held across the country.

National Day of Remembrance for Murder Victims

25th September

The National Parents Of Murdered Children (POMC) established September 25 as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 (S. Res. 326), and the U.S. House of Representatives on May 14, 2007 (H. Res. 223).

This resolution is to honor the memory of victims killed by violence and acknowledge the resulting long-term trauma for families and communities. The Nation is an important way of promoting public awareness.

As a local contact person for National POMC affiliate, it would be a privilege and honor for you, the Honorable Mayor Hernandez, to issue a city proclamation supporting September 25th, **the National Day of Remembrance for Murder Victims.** We have enclosed/attached sample language for your consideration in drafting a proclamation.

Your proclamation is essential component of educating murder victims (Homicide Survivors) and the public about victim assistance resources, victims' rights, demand justice, advocacy, ongoing emotional grief support, and awareness prevention. This year's theme is **"As The Sun Shines In the Rio Grande Valley, You Shine In My Heart**," at the 9th Annual Candlelight Vigil held on September 25, 2021.

Since 2015 you have been one of the strongest unwavering supporters for victims of violent crime in the city of Pharr and throughout Hidalgo County. We appreciate your consideration of our request and know that the Honorable Mayor Hernandez's declared proclamation will enhance our efforts to promote the National Day of Remembrance for Murder Victims 9th Annual Candlelight Vigil held on September 25, 2021.

Sincerely,

Board Secretary

Authorized Official Signature/Title

ENCLOSURE/ATTACHMENT: Sample Proclamation Language

Robert Garcia, CEO •Phone: (956) 566-2036 •E-mail:rgvffomc@outlook.com •Website: www.rgvffomc.com
Mail Address: 3105 White Wing Ave., Edinburg TX 78539 **Physical Address**: 900 S. Veterans, Edinburg, TX 78539

Proclamation

WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007, and the U.S. House of Representatives on May 14, 2007; and

WHEREAS, the National Parents Of Murdered Children (POMC) believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the nation is an important way of promoting public awareness and remembering our loved ones; and

WHEREAS, in 2020, there were an estimated 20,000 homicides nationwide, 47 of which occurred in the Rio Grande Valley with over 470 close relatives impacted, a number far higher than the number of direct homicide victims; and

WHEREAS, survivors of homicide victims transform their pain and anger into power and action by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support, and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state, and national level; and

WHEREAS, we urge all citizens of Pharr and Hidalgo County to join the 9th Annual Candlelight Vigil "As The Sun Shines In the Rio Grande Valley, You Shine In My Heart" to be held at Jose "Pepe" Salinas Memorial Recreation Center from 2:00 p.m. to 4:00 p.m. and take cognizance of this event and participate fittingly in its observance.

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 25th day of September 2021 as:

"National Day of Remembrance for Murder Victims"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of September 2021.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Barrera, Asst. City Clerk

A cordial invitation to the

VANGUARD ACADEMY

remembrance of

SEPTEMBER 11

20th Anniversary Ceremony

Saturday, September 11, 2021 at 8:45 a.m.
1407 W. Moore Rd • Pharr, Texas 78577

WWW.VANGUARDACADEMY.EDUCATION

@VANGUARDACADEMYCHARTER

Proclamation

WHEREAS, the City of Pharr and all its residents desire to express their sorrow for the 2,983 people who died in Manhattan, at the Pentagon, and in a Pennsylvania field on September 11, 2001, in what remains the deadliest act of terrorism in US history; and

WHEREAS, the land of the free, while grief stricken, became one nation united, resolved and determined; and

WHEREAS, the terrorists not only attacked American institutions and cultural history, they also attacked American principles and we the people; and

WHEREAS, the City of Pharr and Vanguard Academy honor individuals and families who were directly affected by the September 11, 2001 tragedy; and

WHEREAS, we the American people will keep the flame of freedom lit for those Americans that died in the tragedy; and

WHEREAS, the City of Pharr, its neighboring cities, and Vanguard Academy also honor and recognize local heroes who contributed to improving the quality of life for everyone here at home.

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 September 11, 2021 as:

"Remembering and Honoring The 20th Anniversary of September 11th at Vanguard Academy"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of September 2021.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Barrera, Asst. City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED:
MEETING DATE: September 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: <u>Public Hearing:</u> Solicitation of Comments from the general public on the 2021 Tax Year Proposed Property Tax Rate for the City of Pharr.

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue: Whenever the Proposed Tax Rate exceeds the No New Tax Revenue Rate; a public hearing is required by State Truth in Taxation.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

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

ROUTING:

Imelda Barrera	Created/Initiated - 8/31/2021
Karla Saavedra	Approved - 8/31/2021
Karla Saavedra	Approved - 8/31/2021
Patricia Rigney	Approved - 8/31/2021
City Management Office	New - 1/1/1900

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.7176 per $100 valuation has been proposed by the governing body of City of Pharr.

PROPOSED TAX RATE	$0.7176 per $100
NO-NEW-REVENUE TAX RATE	$0.7038 per $100
VOTER-APPROVAL TAX RATE	$0.7899 per $100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 7, 2021 AT 4:00 PM AT CITY OF PHARR 118 S CAGE BLVD PHARR TEXAS 78577 SECOND FLOOR COMMISSIONER'S ROOM.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Pharr of City of Pharr at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Commissioner Eleazar Guajardo	Commissioner Roberto "Bobby" Carrillo
	Commissioner Ramiro Caballero	Commissioner Ricardo Medina
	Commissioner Itza Flores	
AGAINST the proposal:		
PRESENT and not voting:		
ABSENT:	Mayor Ambrosio "Amos" Hernandez	Commissioner Daniel Chavez

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2020	2021	Change
Total tax rate (per $100 of value)	$0.7176	$0.7176	increase of $0.0000, or 0.00%
Average homestead	$90,533	$99,256	increase of $8,723, or

taxable value			9.64%
Tax on average homestead	$649.66	$712.26	increase of $62.60, or 9.64%
Total tax levy on all properties	$21,678,723	$22,531,924	increase of $853,201, or 3.94%

For assistance with tax calculations, please contact the tax assessor for City of Pharr at 956-318-2157 or propertytax@hidalgocountytax.org, or visit www.hidalgocountytax.org for more information.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: <u>Public Hearing:</u> Solicitation of Comments from the general public on Budget Fiscal Year 2021-2022.

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

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

ROUTING:

Imelda Barrera	Created/Initiated - 9/3/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

CITY OF PHARR
PROPOSED BUDGET
FY 2021-2022

WE ARE TEAM PHARR

City of Pharr

This budget will raise more total property taxes than last year's budget by $1,708,843 or 6.88% increase, and of that amount, $518,478 is tax revenue to be raised from new property added to the tax roll this year.

ANNUAL FINANCIAL BUDGET

For Fiscal Year October 1, 2021
through September 30, 2022

Prepared by

Karla Saavedra, CGFO
Finance Director

City of Pharr, TX

ELECTED OFFICIALS

Ambrosio "Amos" Hernandez, MD
Mayor

Eleazar Guajardo
Commissioner Place 1

Roberto "Bobby" Carrillo
Commissioner Place 2

Ramiro Caballero, MD
Commissioner Place 3

Daniel Chavez
Commissioner Place 4

Ricardo Medina
Commissioner Place 5

Itza Flores
Commissioner Place 6

CITY OF PHARR
SUMMARY OF
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Revenues					
500 - General Tax Revenue	$ 34,305,763	$ 35,930,400	$ 36,710,400	$ 38,593,540	$ 40,813,800
520 - Gross Receipts	2,610,735	2,290,900	2,290,900	2,461,511	2,461,600
530 - Revenue Producing Facilities	4,315,776	4,911,700	4,911,700	4,683,674	5,101,700
540 - Fines and Fees	613,434	671,200	671,200	656,859	635,500
550 - Licenses and Permits	1,212,026	854,100	854,100	997,700	928,100
560 - Charges for Current Services	2,208,967	613,800	613,800	313,022	957,400
580 - Lease Proceeds	1,945,500	1,788,000	1,788,000	1,788,000	1,608,000
580 - Transfers/Others	8,426,200	9,465,200	9,677,900	7,631,201	16,797,900
Total Revenues	$ 55,638,401	$ 56,525,300	$ 57,518,000	$ 57,125,508	$ 69,304,000
Expenditures					
10 - City Manager's Office	$ 2,211,462	$ 2,415,000	$ 2,652,100	$ 2,523,155	$ 2,142,100
11 - Finance Department	705,628	725,900	685,700	667,636	795,900
12 - Police Department	14,732,341	15,550,700	15,680,100	14,597,286	18,193,900
13 - Purchasing	210,865	334,200	338,000	276,056	320,300
14 - Municipal Court	496,196	532,600	628,500	475,206	626,800
15 - Fire Protection	8,389,233	8,732,500	8,878,400	8,348,638	10,314,100
17 - Street Maintenance	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
18 - Information Technology	1,797,124	2,209,400	2,453,100	2,115,328	2,750,900
19 - Media	371,470	452,800	574,600	444,665	659,300
20 - Municipal Library	1,438,016	1,499,600	1,530,800	1,351,452	1,615,100
21 - Grants	248,335	273,500	484,400	321,950	503,000
22 - Parks & Recreation	5,155,239	5,826,000	6,014,400	4,862,639	6,756,700
23 - OSE	-	-	241,100	50,786	496,400
24 - Legal	-	-	-	-	844,800
25 - Communications	1,567,930	1,817,900	2,158,700	1,789,909	3,082,500
26 - Human Resources	478,456	784,400	815,000	597,396	771,000
27 - Planning & Community Development	1,549,977	1,585,000	1,634,600	1,470,120	1,740,600
28 - Engineering	638,616	755,300	762,700	576,136	894,100
30 - Non-Departmental	13,404,799	8,210,500	9,042,100	11,837,383	10,388,500
Total Expenditures	$ 57,822,920	$ 56,525,300	$ 59,591,600	$ 56,699,813	$ 69,304,000
Net Revenues Over/(Under) Expenditures	$ (2,184,519)	$ -	$ (2,073,600)	$ 425,694	$ -

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Department					
10 - City Manager's Office	$ 2,211,462	$ 2,415,000	$ 2,652,100	$ 2,523,155	$ 2,142,100
11 - Finance Department	705,628	725,900	685,700	667,636	795,900
12 - Police Department	14,732,341	15,550,700	15,680,100	14,597,286	18,193,900
13 - Purchasing	210,865	334,200	338,000	276,056	320,300
14 - Municipal Court	496,196	532,600	628,500	475,206	626,800
15 - Fire Protection	8,389,233	8,732,500	8,878,400	8,348,638	10,314,100
17 - Street Maintenance	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
18 - Information Technology	1,797,124	2,209,400	2,453,100	2,115,328	2,750,900
19 - Media Department	371,470	452,800	574,600	444,665	659,300
20 - Municipal Library	1,438,016	1,499,600	1,530,800	1,351,452	1,615,100
21 - Grants	248,335	273,500	484,400	321,950	503,000
22 - Parks & Recreation	5,155,239	5,826,000	6,014,400	4,862,639	6,756,700
23 - OSE	-	-	241,100	50,786	496,400
24 - Legal	-	-	-	-	844,800
25 - Communication	1,567,930	1,817,900	2,158,700	1,789,909	3,082,500
26 - Human Resources	478,456	784,400	815,000	597,396	771,000
27 - Planning & Community Development	1,549,977	1,585,000	1,634,600	1,470,120	1,740,600
28 - Engineering Department	638,616	755,300	762,700	576,136	894,100
30 - Non-Departmental	13,404,799	8,210,500	9,042,100	11,837,383	10,388,500
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**
Activity					
1100- Personnel Services	$ 33,425,068	$ 36,530,300	$ 38,529,000	$ 34,288,185	$ 42,452,700
2200- Supplies	1,470,736	1,742,500	1,768,600	1,490,324	3,070,600
3300- Maintenance	716,135	1,241,700	1,217,000	1,108,513	1,521,400
4400- Rentals	139,516	139,800	139,800	161,476	1,248,700
5500- Other Services	3,046,884	3,539,700	3,698,800	3,101,662	5,720,300
6600- Vehicle Maintenance	1,331,710	1,428,700	1,429,200	1,250,768	1,542,800
7700- Debt Service	1,910,788	1,814,100	1,814,100	1,724,923	1,451,000
8800- Capital Outlay	2,377,286	1,878,000	1,953,000	1,736,579	1,908,000
9900- Transfers Out	4,712,692	2,060,300	2,120,900	4,424,411	4,109,400
9900- Non-Departmental	8,692,107	6,150,200	6,921,200	7,412,972	6,279,100
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**
Function					
General government	$ 14,213,586	$ 12,964,600	$ 14,841,400	$ 13,597,788	$ 15,274,200
Public safety	25,185,699	26,633,700	27,345,700	25,211,038	32,217,300
Highways and streets	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
Health and welfare	2,690,453	2,721,100	2,721,100	2,858,412	2,923,300
Culture and recreation	6,593,255	7,325,600	7,545,200	6,214,091	8,371,800
Transfers Out	4,712,692	2,060,300	2,120,900	4,424,411	4,109,400
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**

CITY OF PHARR
SPECIAL REVENUE FUNDS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
COMBINED SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Revenues					
500 - General Tax Revenue	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
560 - Charges for Current Services	1,078,383	1,081,300	1,081,300	1,073,346	1,073,400
560 - Intergovernmental	618,320	120,000	120,000	288,200	120,000
570 - Grants	2,333,209	7,452,300	7,454,200	1,751,711	6,284,300
580 - Others	22,780	35,000	35,000	4,540	22,100
Total Revenues	$ 4,638,914	$ 9,288,600	$ 9,290,500	$ 3,725,116	$ 8,099,800
Expenditures					
General government	$ 1,070,583	$ 816,400	$ 818,300	$ 547,652	$ 970,000
Public safety	771,161	2,203,100	2,203,100	1,000,077	2,766,500
Highways and Streets	-	3,867,800	3,867,800	-	3,867,800
Debt Service	401,357	405,900	405,900	405,900	386,700
Transfer Out	1,350,350	1,575,400	1,575,400	1,575,400	1,645,500
Total Expenditures	$ 3,593,450	$ 8,868,600	$ 8,870,500	$ 3,529,029	$ 9,636,500
Net Revenues Over/(Under) Expenditures	$ 1,045,464	$ 420,000	$ 420,000	$ 196,088	$ (1,536,700) *

** Available Resources*

CITY OF PHARR, TX
GRANTS FUND*
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
General	$ -	$ 800,000	$ 800,000	$ -	$ -
Police	656,328	1,161,100	1,161,100	609,611	2,416,500
Court	-	-	-	-	-
Fire	119,543	492,000	492,000	-	-
Communication	-	-	-	-	-
Library	87,342	-	-	-	-
Public Works	-	3,867,800	3,867,800	-	3,867,800
Parks & Recreation	-	-	-	-	-
					-
Total Revenues	$ 863,213	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300
EXPENDITURES BY FUNCTION					
Public Safety:					
Police	$ 656,328	$ 1,161,100	$ 1,161,100	$ 609,611	$ 2,416,500
Fire	109,662	492,000	492,000	-	-
	765,990	1,653,100	1,653,100	609,611	2,416,500
Culture and Recreation:					
Library	87,342	-	-	-	-
Parks & Recreation	-	-	-	-	-
	87,342	-	-	-	-
Environmental:					
Public Works	-	3,867,800	3,867,800	-	3,867,800
	-	3,867,800	3,867,800	-	3,867,800
General:					
General	-	800,000	800,000	-	-
Total Expenditures	$ 853,332	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300
Net Revenues Over/(Under) Expenditures	$ 9,881	$ -	$ -	-	$ -
EXPENDITURES BY ACTIVITY					
Personnel	$ 583,665	$ 1,603,100	$ 1,603,100	$ 431,200	$ 2,416,500
Supplies	24,381	-	-	-	-
Other	-	300,000	300,000	-	-
Vehicle Maintenance	2,544	-	-	-	-
Capital Outlay	155,278	4,417,800	4,417,800	178,411	3,867,800
Total Expenditures	$ 765,868	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300

* Excludes American Rescue Plan Funds awarded in 2021. Funds still not allocated.

CITY OF PHARR, TX
HOTEL / MOTEL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Hotel/Motel Tax	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
Interest	-	-	-	-	-
Total	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
EXPENDITURES					
General government:					
Other Services	1,944	90,900	90,900	-	-
Culture and Recreation:					
Transfer Out-General Fund	30,000	60,000	60,000	60,000	150,900
Transfer Out-PEDC	-	-	-	-	-
Transfer Out-Chamber	68,400	68,400	68,400	68,400	68,400
Transfer Out-Tax Notes	190,350	380,700	380,700	380,700	380,700
Sub Total	288,750	509,100	509,100	509,100	600,000
Total	290,694	600,000	600,000	509,100	600,000
Net Revenues Over/(Under) Expenditures	$ 295,528	$ -	$ -	$ 98,219	$ -

CITY OF PHARR, TX
PARKLAND DEDICATION FEE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Parkland Dedication Fees	$ -	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Interest	500	500	350	-	-
Total	$ 500	$ 30,500	$ 30,350	$ 30,000	$ 30,000
EXPENDITURES					
Culture and Recreation:					
Transfers Out	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenditures	$ 500	$ 30,500	$ 30,350	$ 30,000	$ 30,000

CITY OF PHARR, TX
PAVING & DRAINAGE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Paving & Drainage Fee	$ 1,078,383	$ 1,051,300	$ 1,051,300	$ 1,043,346	$ 1,043,400
Interest Income	12,836	15,000	15,000	2,040	2,100
Total	$ 1,091,219	$ 1,066,300	$ 1,066,300	$ 1,045,386	$ 1,045,500
EXPENDITURES					
Highways and Streets:					
Transfer Out	$ 1,061,600	$ 1,066,300	$ 1,066,300	$ 1,066,300	$ 1,045,500
					-
Total	$ 1,061,600	$ 1,066,300	$ 1,066,300	$ 1,066,300	$ 1,045,500
Net Revenues Over/(Under) Expenditures	$ 29,619	$ -	$ -	$ (20,914)	$ -

CITY OF PHARR, TX
ASSET SHARING FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Intergovernmental	$ 618,320	$ 120,000	$ 120,000	$ 288,200	$ 120,000
Interest	9,944	20,000	20,000	2,500	20,000
Total	$ 628,264	$ 140,000	$ 140,000	$ 290,700	$ 140,000
EXPENDITURES					
Public Safety:					
Personnel	$ 5,170	$ -	$ -	$ -	$ -
Supplies	-	-	-	216,151	100,000
Maintenance	-	-	-	-	-
Other	-	50,000	50,000	163,190	-
Transfer Out	-	-	-	-	-
Capital Outlay	-	500,000	500,000	-	250,000
Total	$ 5,170	$ 550,000	$ 550,000	$ 379,341	$ 350,000
Net Revenues Over/(Under) Expenditures	$ 623,094	$ (410,000)	$ (410,000)	$ (88,641)	$ (210,000)*

** Available Resources*

CITY OF PHARR, TX
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Grants-CDBG - Current Year	$ 866,668	$ 1,131,400	$ 1,131,400	$ 1,131,400	$ 1,159,000
Grants-Other CDBG Program Funds	-	-	-	-	197,700
Transfer In	120,226	-	1,900	1,900	-
Total Revenues	$ 986,894	$ 1,131,400	$ 1,133,300	$ 1,133,300	$ 1,356,700
EXPENDITURES					
Personnel	$ 141,565	$ 178,800	$ 180,700	$ 115,447	$ 162,200
Supplies	3,233	9,000	9,000	3,866	6,000
Maintenance	152	1,500	1,500	-	1,500
Rentals	2,409	3,200	3,200	1,592	2,000
Other	18,539	24,500	24,500	10,346	24,500
Vehicle Maintenance	745	1,500	1,500	-	1,500
Debt Service	401,357	405,900	405,900	405,900	386,700
Non-Departmental	901,995	507,000	507,000	416,400	772,300
Total Expenditures	$ 1,469,996	$ 1,131,400	$ 1,133,300	$ 953,552	$ 1,356,700
Net Revenues Over/(Under) Expenditures	(483,102)	$ -	$ -	$ 179,748	$ -
EXPENDITURES					
General government	1,469,996	1,131,400	1,133,300	953,552	1,356,700
Culture and recreation	-	-	-	-	-
Highways and streets	-	-	-	-	-
Total Expenditures	$ 1,469,996	$ 1,131,400	$ 1,133,300	$ 953,552	$ 1,356,700

CITY OF PHARR, TX
GENERAL CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Intergovernmental	$ 5,000,000	$ 5,000,000	$ 5,000,000	$ 5,000,000	$ 30,000,000
Transfers In	3,987,460	1,208,200	1,208,200	3,708,200	15,546,900
			-		
Total Revenues	$ 8,987,460	$ 6,208,200	$ 6,208,200	$ 8,708,200	$ 45,546,900
EXPENDITURES					
Parks	$ 3,000	$ 285,000	$ 285,000	$ 2,565,892	$ 1,249,000
Street Projects	10,239,636	5,950,800	5,950,800	413,142	850,000
Infrastructure	-	1,000,000	1,000,000	450,000	40,000,000
Other	24,476,712	40,308,200	40,308,200	17,936,722	8,055,700
Debt Service	1,171,644	1,208,200	1,208,200	1,208,200	1,208,200
Total Expenditures	$ 34,719,348	$ 47,544,000	$ 47,544,000	$ 21,365,755	$ 51,362,900
Net Revenues Over/(Under) Expenditures	$ (25,731,888)	$ (41,335,800)	$ (41,335,800)	$ (12,657,555)	$ (5,816,000) *

**Available Resources*

CITY OF PHARR, TX
UTILITY CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Debt Proceeds	$ -	$ -	$ -	$ -	$ -
TWDB Grant	9,284,989	-	-	-	-
Total Revenues	$ 9,284,989	$ -	$ -	$ -	$ -
EXPENSES					
Capital Projects	$ 269,780	$ 30,739,000	$ 30,739,000	$ 3,159,663	$ 30,324,400
Total Expenses	$ 269,780	$ 30,739,000	$ 30,739,000	$ 3,159,663	$ 30,324,400
Net Revenues Over/(Under) Expenses	$ 9,015,209	$ (30,739,000)	$ (30,739,000)	$ (3,159,663)	$ (30,324,400) *

** Available Resources*

CITY OF PHARR, TX
BRIDGE CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	BUDGET 2021-2022
REVENUES					
Debt Proceeds	2,187,457	1,920,000	1,920,000	45,000,000	20,000,000
Grants	112,085	19,779,900	19,779,900	1,115,119	-
Total Revenues	$ 2,299,541	$ 21,699,900	$ 21,699,900	$ 46,115,119	$ 20,000,000
EXPENSES					
Capital Projects	$ 145,177	$ 21,699,900	$ 21,699,900	$ 4,734,743	$ 61,115,300
Other	-	-	-	-	-
Total Expenses	$ 145,177	$ 21,699,900	$ 21,699,900	$ 4,734,743	$ 61,115,300
Net Revenues Over/(Under) Expenses	$ 2,154,365	$ -	$ -	$ 41,380,376	$ (41,115,300) *

* Cash available from Debt Proceeds

CITY OF PHARR
DEBT SERVICE
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
DEBT SERVICE
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax (Current & Delinquent)	$ 4,598,651	$ 5,028,500	$ 5,028,500	$ 5,063,788	$ 5,388,900
Property Tax Penalty and Interest	88,321	50,000	50,000	126,220	100,000
Interest	52,683	86,200	86,200	9,701	10,000
Transfer In	3,430,900	2,722,200	2,722,200	2,722,200	1,136,800
Total Revenues	$ 8,170,555	$ 7,886,900	$ 7,886,900	$ 7,921,909	$ 6,635,700
EXPENDITURES					
Principal	$ 5,197,924	$ 5,035,700	$ 5,035,700	$ 5,035,700	$ 3,262,000
Interest	2,668,711	2,851,200	2,851,200	2,851,200	2,705,200
Transfer Out	-	-	-	-	668,500
Total Expenditures	$ 7,866,635	$ 7,886,900	$ 7,886,900	$ 7,886,900	$ 6,635,700
Net Revenues Over/(Under) Expenditures	$ 303,921	$ -	$ -	$ 35,009	$ -

CITY OF PHARR
ENTERPRISE FUNDS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
UTILITY FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Water	$ 9,164,143	$ 9,368,100	$ 9,368,100	$ 9,438,605	$ 9,977,900
Sewer	7,032,227	7,043,700	7,043,700	7,115,339	7,311,000
Other	29,724	14,300	14,300	10,364	12,700
Grants	595,939	-	-	-	-
Lease Proceeds	-	-	-	-	2,548,000
Interest	111,065	93,400	93,400	18,879	20,000
Transfer In	-	-	69,200	69,200	-
Total Revenues	$ 16,933,099	$ 16,519,500	$ 16,588,700	$ 16,652,387	$ 19,869,600
EXPENSES					
81 Administration	$ 1,075,561	$ 1,055,700	$ 1,075,100	$ 1,041,288	$ 1,188,400
82 Water Production	2,479,011	2,452,300	2,366,800	2,160,559	3,235,100
83 Water Distribution	2,093,606	2,322,600	2,352,100	2,089,329	4,139,600
84 Water Treatment Plant	2,297,483	2,369,800	2,485,100	1,971,099	2,941,600
86 Sewer Collection	240,032	361,300	361,800	185,640	2,064,000
87 Non-Departmental	8,517,408	3,105,900	3,095,900	4,626,046	1,405,700
72 Debt Service	905,891	4,851,900	4,851,900	4,851,900	4,895,200
Total Expenses	$ 17,608,992	$ 16,519,500	$ 16,588,700	$ 16,925,860	$ 19,869,600
Net Revenues Over/(Under) Expenses	$ (675,894)	$ -	$ -	$ (273,474)	$ -
1100- Personnel Services	$ 3,808,466	$ 4,351,200	$ 4,420,400	$ 3,718,083	$ 4,532,600
2200- Supplies	1,436,205	1,360,300	1,353,900	1,539,113	2,383,400
3300- Maintenance	717,089	839,100	849,100	405,181	700,400
4400- Rentals	21,249	3,500	3,500	4,140	547,300
5500- Other Services	1,533,711	1,501,100	1,507,500	1,277,428	1,577,800
6600- Vehicle Maintenance	178,687	199,600	199,600	197,141	192,500
72/73 Long Term Debt Service	905,891	4,851,900	4,851,900	4,851,900	4,895,200
7700- Debt Service-Lease	306,832	306,900	306,900	306,828	576,700
8800- Capital Outlay	183,455	-	-	-	3,058,000
9900- Transfer Out	2,165,968	701,200	1,441,500	1,441,500	577,300
9900- Non-Departmental	6,351,439	2,404,700	1,654,400	3,184,546	828,400
	$ 17,608,992	$ 16,519,500	$ 16,588,700	$ 16,925,860	$ 19,869,600

CITY OF PHARR, TX
EMS SUMMARY
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Ground Revenue	$ -	$ -	$ 3,258,900	$ 1,817,760	$ 9,673,400
Transfer Revenue	-	-	-	113,750	1,422,000
Flight Revenue	-	-	2,363,100	432,412	9,000,000
Fixed Wing Revenue	-	-	-	-	4,080,000
CARES Act-Grant	-	-	1,000,000	1,000,000	-
Total	$ -	$ -	$ 6,622,000	$ 3,363,922	$ 24,175,400
EXPENSES					
Personnel	$ -	$ -	$ 3,808,100	$ 2,230,845	$ 10,278,300
Supplies	-	-	112,500	317,408	650,000
Maintenance	-	-	45,600	15,000	309,000
Rentals	-	-	823,600	613,900	2,946,000
Other	-	-	326,200	44,769	707,900
Vehicle Maintenance	-	-	361,500	246,084	446,700
Long Term Debt Service	-	-	-	-	-
Capital Outlay	-	-	1,000,000	976,218	2,870,000
Transfer Out	-	-	144,500	-	3,286,400
Total	$ -	$ -	$ 6,622,000	$ 4,444,224	$ 21,494,300
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	$ (1,080,302)	$ 2,681,100

CITY OF PHARR, TX
FIBER/BROADBAND SUMMARY
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Fiber Revenue	$ -	$ -	$ -	$ -	$ 6,119,900
Other	-	-	-	-	26,400
Interest	-	-	-	-	17,000
Total	**$ -**	**$ -**	**$ -**	**$ -**	$ 6,163,300
EXPENSES					
Personnel	$ -	$ -	$ -	$ -	$ 1,424,000
Supplies	-	-	-	-	752,600
Maintenance	-	-	-	-	509,200
Rentals	-	-	-	-	2,500
Other	-	-	-	-	692,800
Vehicle Maintenance	-	-	-	-	17,000
Long Term Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	445,000
Transfer Out	-	-	-	-	2,270,200
Non-Departmental	-	-	-	-	50,000
Total	$ -	$ -	$ -	$ -	$ 6,163,300
Net Revenues Over/(Under) Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CITY OF PHARR, TX
BRIDGE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Toll Fees	$ 14,268,275	$ 14,100,000	$ 14,100,000	$ 15,550,302	$ 16,327,900
Other	227,468	248,600	248,600	260,581	422,900
Interest	48,897	66,200	66,200	13,860	14,000
Transfer In - Other	-	-	-	-	668,500
Total	$ 14,544,640	$ 14,414,800	$ 14,414,800	$ 15,824,743	$ 17,433,300
EXPENSES					
Personnel	$ 1,303,035	$ 1,378,100	$ 1,398,400	$ 1,222,547	$ 1,411,700
Supplies	157,008	176,000	186,000	158,311	275,200
Maintenance	402,032	220,000	210,000	127,050	461,700
Rentals	5,242	5,300	5,300	5,863	35,300
Other	911,748	1,025,600	1,025,600	2,073,270	1,386,300
Vehicle Maintenance	14,184	19,200	19,200	12,064	10,600
Long Term Debt Service	96,929	1,619,600	1,619,600	1,619,600	3,526,200
Capital Outlay	139,660	-	-	-	-
Transfer Out	5,406,007	9,731,200	9,731,200	7,752,501	10,063,100
Non-Departmental	5,409,778	239,800	239,800	167,074	263,200
Total	$ 13,845,622	$ 14,414,800	$ 14,435,100	$ 13,138,281	$ 17,433,300
Net Revenues Over/(Under) Expenses	**$ 699,019**	**$ -**	**$ (20,300)**	**$ 2,686,462**	**$ -**

CITY OF PHARR, TX
GOLF COURSE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Green & Member Fees	$ 429,621	$ 407,900	$ 407,900	$ 417,585	$ 419,100
Cart Rental	194,126	184,200	184,200	212,134	203,200
Food & Beverage	93,357	131,900	131,900	76,390	84,900
Other	76,779	92,000	92,000	90,345	82,000
Interest	9,915	11,800	11,800	1,726	5,900
Transfer In	530,637	529,600	551,800	374,067	525,400
Total Revenues	$ 1,334,435	$ 1,357,400	$ 1,379,600	$ 1,172,247	$ 1,320,500
EXPENSES					
Personnel	$ 771,059	$ 883,700	$ 905,900	$ 764,532	$ 844,500
Supplies	150,941	244,500	218,500	130,638	145,100
Maintenance	96,858	30,000	32,000	85,850	91,500
Rentals	75,899	7,000	7,000	67,716	71,900
Other	105,997	106,300	62,900	97,541	102,700
Vehicle Maintenance	24,627	19,800	18,600	14,144	18,700
Debt Service-Lease	6,837	60,800	60,800	60,800	46,100
Capital Outlay	-	-	-	12,500	-
Non-Departmental	214,034	5,300	-	-	-
Total Expenses	$ 1,446,250	$ 1,357,400	$ 1,305,700	$ 1,233,720	$ 1,320,500
Net Revenues Over/(Under) Expenses	$ (111,814)	$ -	$ 73,900	$ (61,400)	$ -

CITY OF PHARR
INTERNAL SERVICE FUND
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
GARAGE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
General Fund	$ 637,373	$ 781,500	$ 781,500	$ 593,273	$ 259,900
Utility Fund	107,364	103,200	103,200	78,436	53,400
Bridge Fund	4,113	3,700	3,700	1,810	5,500
Golf Course Fund	1,392	1,000	1,000	1,404	-
CDBG Fund	571	900	900	(1)	-
PEDC	925	600	600	110	-
EMS	-	-	-	69,352	191,300
Fiber	-	-	-	-	5,000
Transfer In-GF	-	-	3,700	3,700	250,000
Total	$ 751,738	$ 890,900	$ 894,600	$ 748,084	$ 765,100
EXPENSES					
Personnel	$ 210,577	$ 220,800	$ 224,500	$ 184,243	$ 243,400
Supplies	1,881	3,600	3,600	4,036	3,600
Maintenance	45	2,000	2,000	-	2,000
Other	4,257	5,000	5,000	3,364	5,000
Vehicle Maintenance	519,536	656,700	656,700	555,146	511,100
Debt Service	189	2,800	2,800	3,221	-
Capital Outlay	15,252	-	-	-	-
Total	$ 751,738	$ 890,900	$ 894,600	$ 750,009	$ 765,100
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	(1,926)	$ -

CITY OF PHARR, TX
HEALTH INSURANCE CLAIM FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
CITY CONTRIBUTIONS					
General Fund	$ -	$ -	$ -	$ -	$ 4,501,900
Utility Fund	-	-	-	-	474,300
Bridge Fund	-	-	-	-	177,200
Golf Course Fund	-	-	-	-	125,500
CDBG Fund	-	-	-	-	22,200
EMS	-	-	-	-	1,106,800
Fiber	-	-	-	-	210,300
Total	$ -	$ -	$ -	$ -	$ 6,618,200
COMPONENT UNITS CONTRIBUTIONS					
Greater Pharr Chamber of Commerce	-	-	-	-	22,200
PEDC	-	-	-	-	51,700
	-	-	-	-	73,900
EMPLOYEE CONTRIBUTIONS					
Employee Deductions	-	-	-	-	2,100,300
	-	-	-	-	2,100,300
TOTAL REVENUES	-	-	-	-	8,792,400
EXPENSES					
Administrative Costs	-	-	-	-	365,200
Medical Claims	-	-	-	-	5,429,400
Pharmacy Claims	-	-	-	-	1,453,100
Other	-	-	-	-	1,544,700
Total	$ -	$ -	$ -	$ -	$ 8,792,400
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	$ -	$ -

CITY OF PHARR
COMPONENT UNITS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
GREATER PHARR CHAMBER OF COMMERCE
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Memberships	$ 27,950	$ 20,000	$ 20,000	$ 34,900	$ 30,000
Sponsorships	33,000	28,200	28,200	50,860	51,400
Transfer In	218,400	218,400	221,200	221,200	218,400
Total	$ 279,350	$ 266,600	$ 269,400	$ 306,960	$ 299,800
EXPENSES					
Personnel	$ 107,750	$ 179,800	$ 179,900	$ 140,475	$ 185,600
Supplies	7,822	10,500	57,600	17,502	54,500
Maintenance	-	3,500	3,500	500	3,500
Rentals	-	1,000	1,000	-	1,000
Other Services	43,799	71,800	65,100	59,780	55,200
Total	$ 159,371	$ 266,600	$ 307,100	$ 218,257	$ 299,800
Net Revenues Over/(Under) Expenses	$ 119,979	$ -	$ (37,700)	$ 88,703	$ -

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PEDC II FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Sales Tax	$ 5,375,127	$ 5,381,000	$ 5,381,000	$ 5,841,636	$ 6,075,400
Interest	90,493	99,900	99,900	44,825	30,000
Debt Proceeds	-	-	-	-	12,000,000
Other	2,048,871	250,400	250,400	205,245	193,200
Total	$ 7,514,491	$ 5,731,300	$ 5,731,300	$ 6,091,705	$ 18,298,600
EXPENSES					
Personnel	$ 554,940	$ 624,700	$ 630,300	$ 565,982	$ 689,300
Supplies	11,467	23,500	23,500	7,987	23,500
Maintenance	20,263	75,000	75,000	17,255	78,000
Rentals	4,772	7,200	7,200	5,178	7,200
Other Services	605,580	743,100	743,100	608,055	660,100
Vehicle Maintenance	1,160	1,800	1,800	406	1,300
Debt Service	2,298,672	1,562,700	1,562,700	1,562,700	2,186,000
Capital Outlay	182,135	50,000	50,000	18,164	50,000
Non-Departmental	647,313	1,124,300	1,124,300	480,000	916,400
Transfers Out	1,487,500	1,519,000	1,521,800	1,521,800	13,686,800
Total	$ 5,813,802	$ 5,731,300	$ 5,739,700	$ 4,787,526	$ 18,298,600
Net Revenues Over/(Under) Expenses	$ 1,700,689	$ -	$ (8,400)	$ 1,304,179	$ -

CITY OF PHARR, TX
BLENDED COMPONENT UNIT
TAX INCREMENT REINVESTMENT ZONE #1 FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500
Other					
Total	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500
EXPENSES					
Incentives	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500

CITY OF PHARR, TX
BLENDED COMPONENT UNIT
TAX INCREMENT REINVESTMENT ZONE #2 FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600
Other					
Total	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600
EXPENSES					
Incentives	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHARR HOUSING FINANCE CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Development Fees	$ -	$ -	$ -	$ -	$ -
Other	5,501	6,000	6,000	-	-
Total	$ 5,501	$ 6,000	$ 6,000	$ -	$ -
EXPENSES					
Professional Fees	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 5,501	$ 6,000	$ 6,000	$ -	$ -

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHFC/JACKSON PLACE APARTMENTS CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Rent Revenue	$ 2,489,926	$ 2,491,900	$ 2,491,900	$ 2,892,735	$ 3,083,200
Other	178,410	158,000	158,000	602,702	200,000
Total	$ 2,668,336	$ 2,649,900	$ 2,649,900	$ 3,495,437	$ 3,283,200
EXPENSES					
Personnel Services	323,585	275,000	275,000	353,878	364,500
Maintenance	124,052	142,700	142,700	76,794	79,100
Other Services	223,149	220,800	220,800	192,717	198,700
Capital Outlay	30,157	-	-	-	-
Debt Service	2,254,044	2,250,100	2,250,100	2,250,100	2,250,100
Other	338,747	334,500	334,500	379,294	390,800
Total	3,293,734	3,223,100	3,223,100	3,252,784	3,283,200
Net Revenues Over/(Under) Expenses	$ (625,399)	$ (573,200)	$ (573,200)	$ 242,654	$ -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: September 2, 2021
MEETING DATE: September 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 9/2/2021
Omar Anzaldua	Approved - 9/3/2021
City Management Office	New - 1/1/1900

Report on Capital Improvement Project Activity
September 2021
City Engineer - Omar Anzaldua Jr., PE, CFM, PMP, CCM
Tuesday, September 07, 2021
Pharr
Engineering
CIP MEETING

1

Construction
1. Bridge Facility Expansion Phase II (NTP 02/15/2021)
2. Northside Community Center (NTP 12/02/2020)
3. City Hall 1st Floor Renovations (NTP 07/23/2020)
4. Aquatic Facility (NTP 11/01/2019)
5. Bridge Northbound Lane Expansion and 2nd BSIF Exit (NTP 09/08/2020)
6. Lift Station No. 30 (BO 02/02/21)
7. Expressway 83 Elevated Storage Tank Rehabilitation (NTP 03/08/2021)
8. WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I (NTP 10/19/2020)
9. Various Parking Lot Improvements (BO 01/19/2021)
10. Javelina Drive Monument Signs (BO 06/08/2021)
Pharr
Engineering
OVERVIEW

2

Architect: The Warren Group Architects, Inc.
Contractor: International Consulting Engineers
CM: Easton Acquisitions, Inc.
Notice to Proceed: Feb. 15, 2021
Contract Time: 120 + 35 (ETC July 20, 2021)
SC:
FC: 184 (118.71%)
Time to Date: 204 (131.61%)
Contract Amount: $598,000.00
Change Orders: $58,562.00
Current Contract: $656,562.00
Placed to Date: $491,070.00 (74.79%)
Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.
Status: A final walk-thru was conducted on August 18, 2021.
Next Step: Finish punch list and close-out project.

Bridge Facility Expansion Phase II (1/1)

Pharr Engineering

CONSTRUCTION

3

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273 (ETC Aug. 31, 2021)
Time to Date: 279 (102.20%)
Contract Amount: $7,500,000.00
Change Orders: $0.00
Current Contract: $7,500,000.00
Placed to Date: $4,350,852.23 (58.01%)
Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.
Status: Contractor is at 40% on CMU for outdoor restrooms, finishing the last two footings for the amphitheater, and installing select fill around the main building.
Next Step: Contractor has completed metal studs in the main building and will begin installing drywall.

Northside Community Center (1/2)

Pharr Engineering

CONSTRUCTION

4

08-24-2021

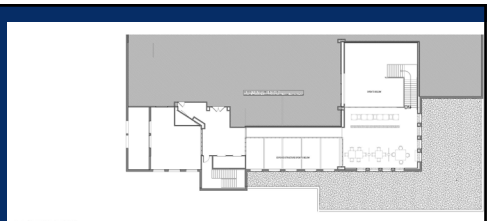
Northside Community Center (2/2)

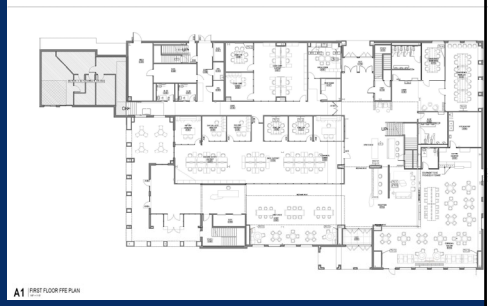
Pharr Engineering

CONSTRUCTION

5

Architect: GOERO International, LLC
Contractor: NM Contracting, LLC
CM: Brownstone Consultants, LLC
Notice to Proceed: July 23, 2020
Contract Time: 207
SC: Feb. 14, 2021 (207 = 100%)
FC: March 01, 2021 (222 = 107.25%)
Time to Date: 411 (198.55%)
Contract Amount: $2,349,203.00
Change Orders: $0.00
Current Contract: $2,349,203
Placed to Date: $2,206,389.17 (93.92%)
Description: The project generally consists of renovations to 17,629 sq. ft. of City Hall 1st Floor. Renovations include a new mezzanine, deli, offices, assembly areas, and sprinkler system.
Status: Contractor has completed the project.
Next Step: Project close-out is pending.





City Hall 1st Floor Renovations (1/1)

Pharr Engineering

CONSTRUCTION

6

Architect: The Warren Group Architects, Inc.
Contractor: D. Wilson Const. Co.
CM: Easton Acquisitions, Inc.
Notice to Proceed: Nov. 1, 2019
Contract Time: 550 + 60 + 101 (ETC October 2021)
Time to Date: 676 (95.08%)
Contract Amount: $23,165,208.00
Change Orders: -$55,727.68
Current Contract: $23,109,480.32
Placed to Date: $21,566,546.59 (93.32%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: Contractor continues with construction (all trades) within the building envelope footprint. The parking lot is on hold until all heavy equipment is off site.

Next Step: Contractor will begin work on the mezzanine and monument sign as soon as plans are completed, and change is approved.

08-24-2021

Aquatic Facility (1/2)

Pharr Engineering

CONSTRUCTION

7

08-30-2021

Aquatic Facility (2/2)

Pharr Engineering

CONSTRUCTION

8

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 (ETC April 02, 2022)
Time to Date: 364 (63.75%)
Contract Amount: $7,463,934.37
Change Orders: $48,137.23
Current Contract: $7,512,071.60
Placed to Date: $ 3,145,037.00 (41.87%)
Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.
Status: Contractor has finished installing the 42" casing for the irrigation pipe, and densities have passed on the cement stabilized sand. The piers and caps for the six canopies have been poured.
Next Step: Go vertical on the booths. Extend the roof of the canopies.

08-30-2021

Bridge Northbound Lane Expansion and 2nd BSIF Exit (1/2)

Pharr Engineering

CONSTRUCTION

9

08-30-2021

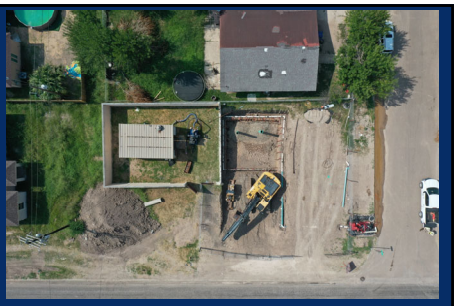
Bridge Northbound Lane Expansion and 2nd BSIF Exit (2/2)

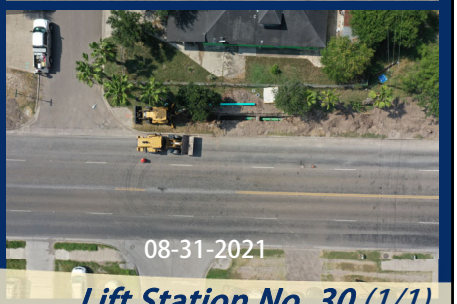
Pharr Engineering

CONSTRUCTION

10

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 63 (52.50%)
Contract Amount: $1,494,704.00
Change Orders: $0.00
Current Contract: $1,494,704.00
Placed to Date: $120,000.00 (8.03%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: Contractor continues dewatering and has started laying pipe along Dicker Rd., heading eastward towards the drainage ditch.
Next Step: Contractor will continue laying pipe along Dicker Rd.





08-31-2021

Lift Station No. 30 (1/1)

Pharr Engineering

CONSTRUCTION

11

Engineer: Dunham Engineering, LLC
Contractor: Viking Industrial Painting, LLC
CM: City of Pharr
Notice to Proceed: March 8, 2021
Contract Time: 120 (ETC July 5, 2021)
SC: May 07, 2021 (50%)
FC: July 06, 2021 (100%)
Time to Date: 183 (152.5%)
Contract Amount: $477,300.00
Change Orders: $0.00
Current Contract: $477,300.00
Placed to Date: $477,300.00 (100%)
Description: The project generally consists of rehabilitating and repainting of a 0.5 MG welded steel pedestal style elevated storage tank located at 506 W. Interstate 2.
Status: Project is complete. Closeout documents were submitted to TWDB for their review on August 24, 2021, and they have been approved.
Next Step: The City Commission is set to approve the closeout at the Regular Meeting on Sept. 07, 2021, Item 10E.

04-23-2021

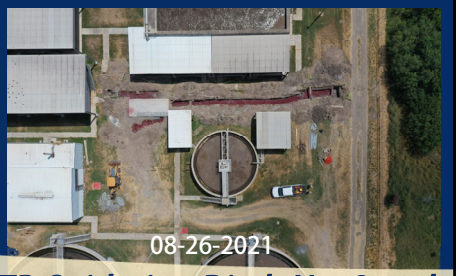
Exp. 83 Elevated Storage Tank Rehabilitation (1/1)

Pharr Engineering

CONSTRUCTION

12

Engineer: Carollo Engineers, Inc.
Contractor: Ferguson Service Systems, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Oct. 19, 2020
Contract Time: 300 (ETC Aug. 14, 2021)
Time to Date: 323 (107.67%)
Contract Amount: $1,065,000.00
Change Orders: $0.00
Current Contract: $1,065,000.00
Placed to Date: $237,900.00 (22.34%)
Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.
Status: Contractor has completed the MCC building pad and poured the concrete encasement for the underground electrical conduit.
Next Step: Start erecting the MCC building. CO #1 is on the agenda for Sept. 07, 2021.



08-26-2021

WWTP Oxidation Ditch No. 2 and Electrical Improvements Phase I (1/1)

Pharr Engineering

CONSTRUCTION

13

Architect: City of Pharr
Contractor: RDH Site & Concrete, LLC
CM: City of Pharr
Notice to Proceed: May 4, 2021
Contract Time: 90 + 74 (ETC Oct. 15, 2021)
Time to Date: 126 (76.83%)
Contract Amount: $616,150.50
Change Orders: $130,259.50
Current Contract: $746,411.00
Placed to Date: $143,364.25 (19.21%)
Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b)1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.
Status: Contractor has laid TrueGrid at Overflow and is laying rock at Overflow.
Next Step: Complete the Overflow and Downtown Parking Lot by Friday, September 10, 2021.

Overflow Parking Lot

08-31-2021

Various Parking Lot Improvements (1/2)

Pharr Engineering

CONSTRUCTION

14

Downtown Parking Lot

Dr. Long Parking Lot Extension

08-31-2021

Various Parking Lot Improvements (2/2)

Pharr Engineering

CONSTRUCTION

15

Architect: Alvarado Architects & Associates, Inc.
Contractor: Facility Solutions Group
CM: City of Pharr
Notice to Proceed: July 26,2021
Contract Time: 90 (ETC Oct. 24, 2021)
Time to Date: 43 (47.78%)
Contract Amount: $124,330
Change Orders: $0.00
Current Contract: $124,330
Placed to Date: $0 (0%)
Description: The project generally consists of new monument signs at the two east corners of S. Cage Blvd. and E. Javelina Dr.
Status: Submittals have been approved and the signs are being fabricated.
Next Step: Complete fabrication and begin installation of monuments.

Javelina Drive Monument Signs(1/1)

Pharr Engineering

CONSTRUCTION

16

WE ARE
TEAM
PHARR
DEPARTMENT MISSION STATEMENT
"To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."
Pharr
Engineering
END

17

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: August 26, 2021
MEETING DATE: September 7, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract to purchase structural firefighting helmets for the fire department.

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

Issue: The fire department will be required to begin replacement of approximately one hundred (100) structural firefighting helmets that have reached the maximum life cycle of ten (10) years as determined by the equipment manufacturer. The Texas Commission on Fire Protection rules require replacement of structural firefighting personal protective equipment that is ten years old. The department proposes to replace the helmets in phases over a two (2) year period. The procurement of a supply contract will allow for the replacement, while achieving competitive pricing due to the volume of helmets proposed to purchased. Project# 2021-01-515-SP007-149

Fiscal Consideration: The TCFP will require the FD to comply with replacement of helmets meeting or exceeding 10 years of age.

Staff Recommendation: Based on review by this office, staff recommends approval of the authorization for the City Manager to advertise for bids for a supply contract to purchase structural firefighting helmets.

Alternatives: Continue to puchase structural helmets utilzing competative quotes.

Exclude Material from Public Packet? No
Reason: Not applicable

ROUTING:

Pilar Rodriguez	Created/Initiated - 8/26/2021
Ignacio Amezcua	Approved - 8/26/2021
Karla Saavedra	Approved - 8/30/2021
Patricia Rigney	Approved - 8/30/2021
Anali Alanis	Approved - 8/31/2021
City Management Office	New - 1/1/1900

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED:
MEETING DATE: September 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.1.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD). The property is legally described as being 2.68-acre tract of land, more or less, out of Lot 1, Posadas Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 3515 North Sugar Road. **COZ#210742**

Classification: Regular

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

Issue: Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD). **COZ#210742**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **approval** of the request to re-zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
City Management Office	New - 1/1/1900

Pharr
Development Services

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **September 07, 2021**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#210742**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **July 23, 2021**

1. **Applicant:** Rich Heritage Construction Inc., owner

2. **Requested Action:** Re-zoning request from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD).

3. **Nature / Intent of Request:** In order to develop and construct 12 apartments.

4. **Routing to Staff:**

	Initials	Date		
A. Roland Gomez, Interim Director	RG	8-30-21	☒ Approval	☐ Denial
B. Planning Staff Recommendations	AU	8/30/21	☒ Approval	☐ Denial
C. Planning and Zoning Commission		8/23/2021	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: **Re-zoning Request: From Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD). The property is legally described as being 2.68-acre tract of land, more or less, out of Lot 1, Posadas Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 3515 North Sugar Road.**

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

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

DESCRIPTION OF PROPERTY:

Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD) in order to develop and construct 4-plex on subject property.

The subject site is located on the north side of West Heritage Drive and has a physical address of 3515 North Sugar Road. The property is legally described as being a 2.68-acre tract of land, more or less, out of Lot 1, Posadas Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Heritage Drive, a 50' – 60' local street that runs east and west with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Heavy Industrial District (H-I). The subject property and the properties to the north, south, east and west were zoned to Agricultural and/or Open Space District (A-O) when the properties were annexed to the City of Pharr on November 18, 1986. The property and the property to the east were rezoned to General Business District (C) on February 15, 2000. Later, on November 3, 2014 the subject property and property to the east were rezoned to Heavy Industrial District (H-I). The property to the south was rezoned to Medium Density Multi-Family Residential District (R-3) on June 4, 2018. The property to the north was rezoned to Single Family Residential District (R-1) on October 5, 1993. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for Single Family Residential use in the Land Use Plan.

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

Forty-three (43) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from Heavy Industrial District (H-I) to Residential Multi-Family High Density (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Rich Heritage Construction Inc., owner
APPLICANT

Heavy Industrial District (H-I)
CURRENT ZONE

3515 N. Sugar Road
ADDRESS

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

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

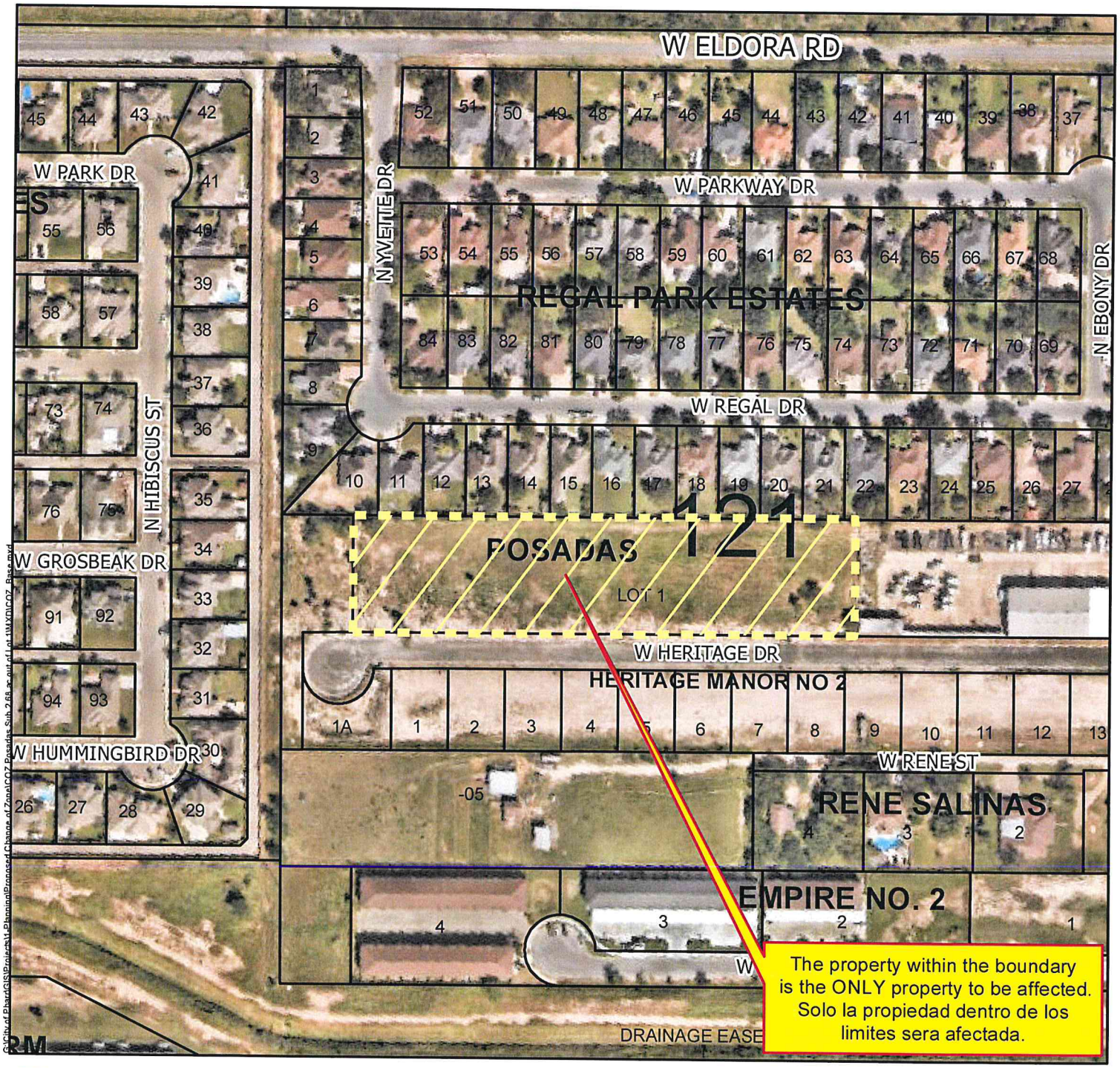
STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio
PREPARED BY

August 16, 2021
DATE

Proposed Change of Zone
2.68 acre tract out of Lot 1 Posadas Subdivision
Rosana M Riojas



- 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

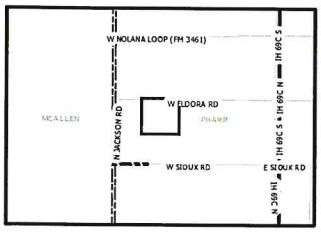
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 7/27/2021

Scale: 1 inch = 200 feet

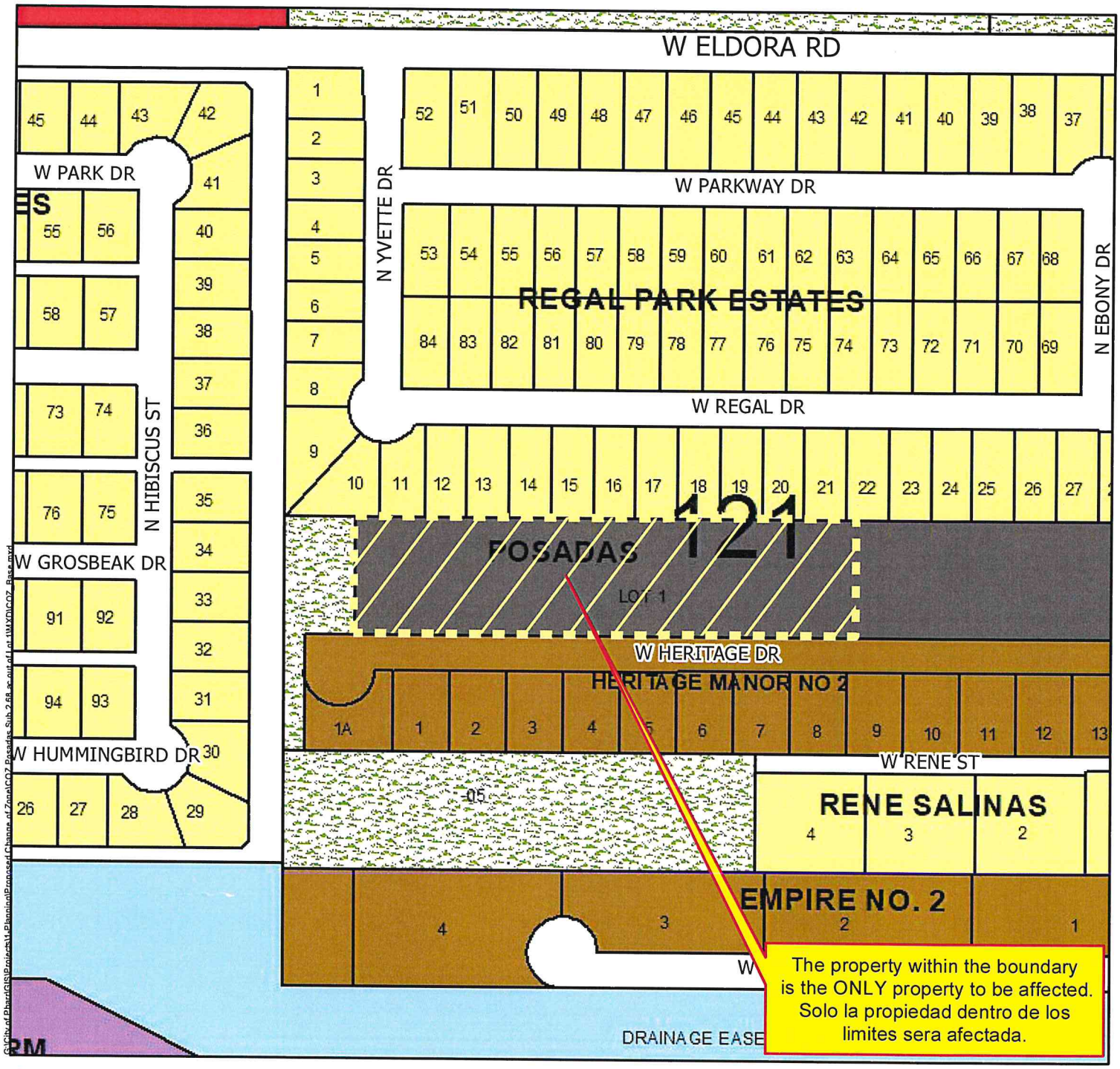
0 100 200 400 600 800 Feet

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.



Proposed Change of Zone
2.68 acre tract out of Lot 1 Posadas Subdivision
Rosana M Riojas

Pharr Engineering



- Agricultural Open Space
- Single Family
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- Office Professional
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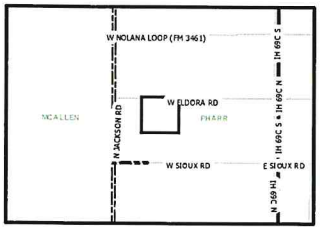

City of Pharr, Texas
Engineering Department
956.402.4242

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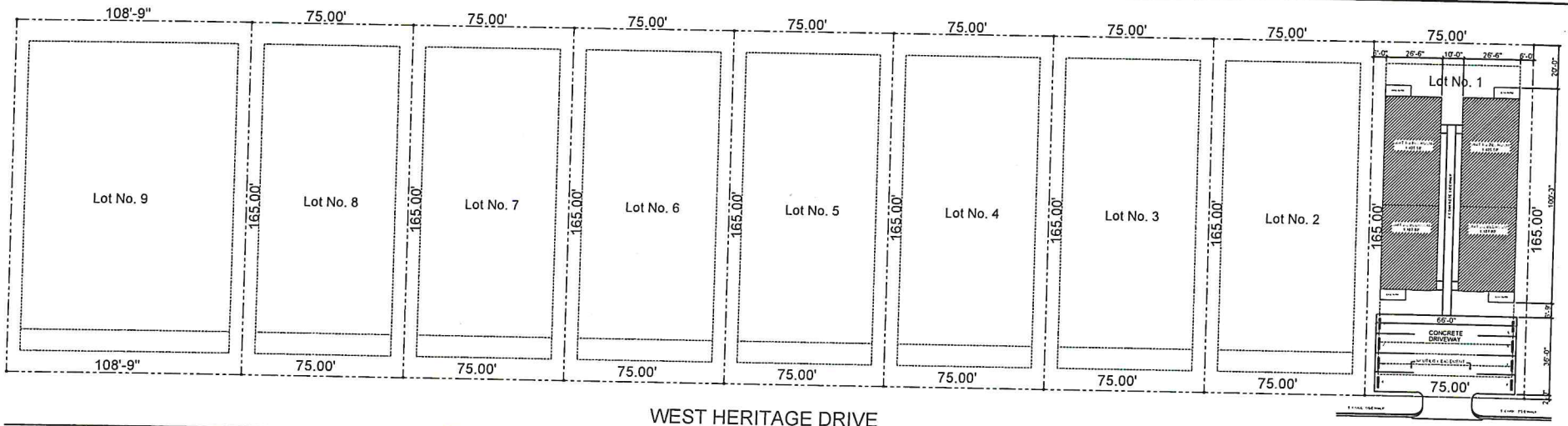
Date: 7/27/2021



LAS POSADAS SUBDIVISION

RICH HERITAGE CONSTRUCTION, INC.

Ruben Ruiz
CONTRACTOR

(956) 821-8902
rubenruiz11@yahoo.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.2.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Margarita Pena, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being all of Lot 17, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1008 West Minnesota Road. **COZ#210743**

Classification: Regular

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

Issue: Margarita Pena, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). **COZ#210743**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone Agricultural and/or Open Space District (A-O) to General Business District (C) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
City Management Office	New - 1/1/1900

Pharr
Development Services

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **September 07, 2021**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#210743**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **July 23, 2021**

1. **Applicant:** Margarita Pena, owner

2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).

3. **Nature / Intent of Request:** In order to develop and construct building to lease as a strength and conditioning gym.

4. **Routing to Staff:**

	Initials	Date		
A. Roland Gomez, Interim Director		8-30-21	☒ Approval	☐ Denial
B. Planning Staff Recommendations		8.30.21	☒ Approval	☐ Denial
C. Planning and Zoning Commission		8/23/2021	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being all of Lot 17, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1008 West Minnesota Road.**

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

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

DESCRIPTION OF PROPERTY:

Margarita Pena, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop and construct building to lease as a strength and conditioning gym.

The subject site which is located on the north side of West Minnesota Road and has a physical address of 1008 West Minnesota Rd. The property is legally described as being all of Lot 17, Tri City Acres Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Minnesota Road, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour of less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property and the property to the north, east, and west were zoned to Agricultural and/or Open Space District (A-O) when the properties were annexed to the City of Pharr on March 6, 1984. On August 25, 2015, the property to the north was rezoned to Residential Multi Family High Density District (R-MFHD). The properties to the south were annexed on September 19, 1989 and were zoned to Heavy Commercial District (H-C). There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for Single Family Residential use in the Land Use Plan.

The General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass-through residential areas, except on arterials or major collectors.

Thirteen (13) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received two (2) telephone calls in opposition and 1 signed up for Public Hearing. Development Services received two (2) additional requests for Public Hearing that were sent and received after the Planning and Zoning commission meeting of August 23rd, both were in opposition of the item. One (1) was located within the surrounding area, the other was not.

Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: This item will go before the City Commission Meeting of **September 07, 2021, at 4:00 p.m.**

PLANNING COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:** a) **consideration by the full board;**
   b) **additional information;**

c) additional time for applicant and adjacent property owners to meet;

3. Disapprove the request.

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Margarita Pena, owner
APPLICANT

Agricultrual and/or Open Space District (A-O)
CURRENT ZONE

1008 W Minnesota Rd
ADDRESS

General Business District (C)

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

STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements, has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties.

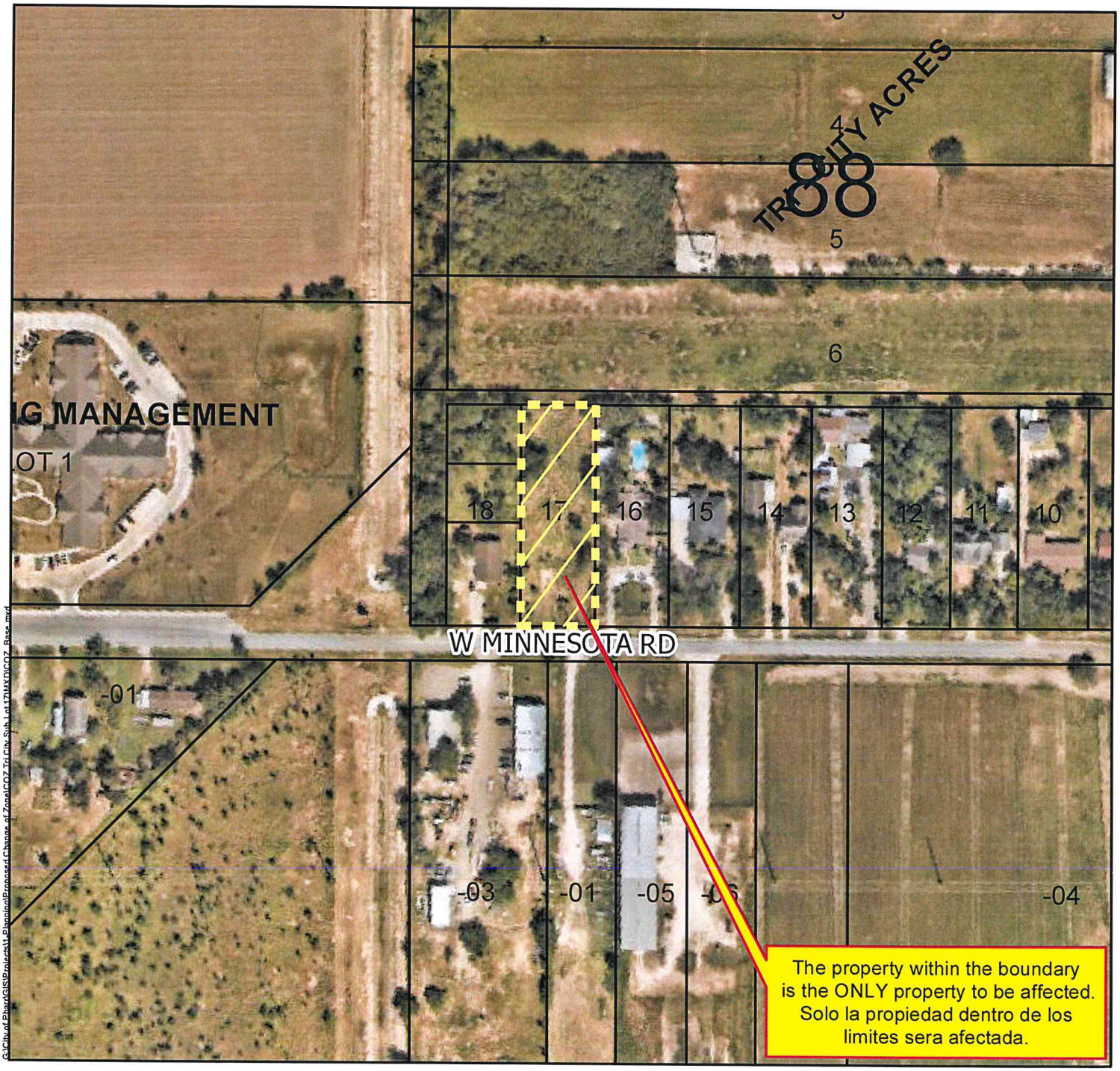
If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo
PREPARED BY

August 16, 2021
DATE

Proposed Change of Zone
Tri City Acres Subdivision Lot 17
Margarita Pena

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
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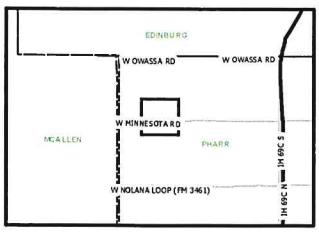


City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet

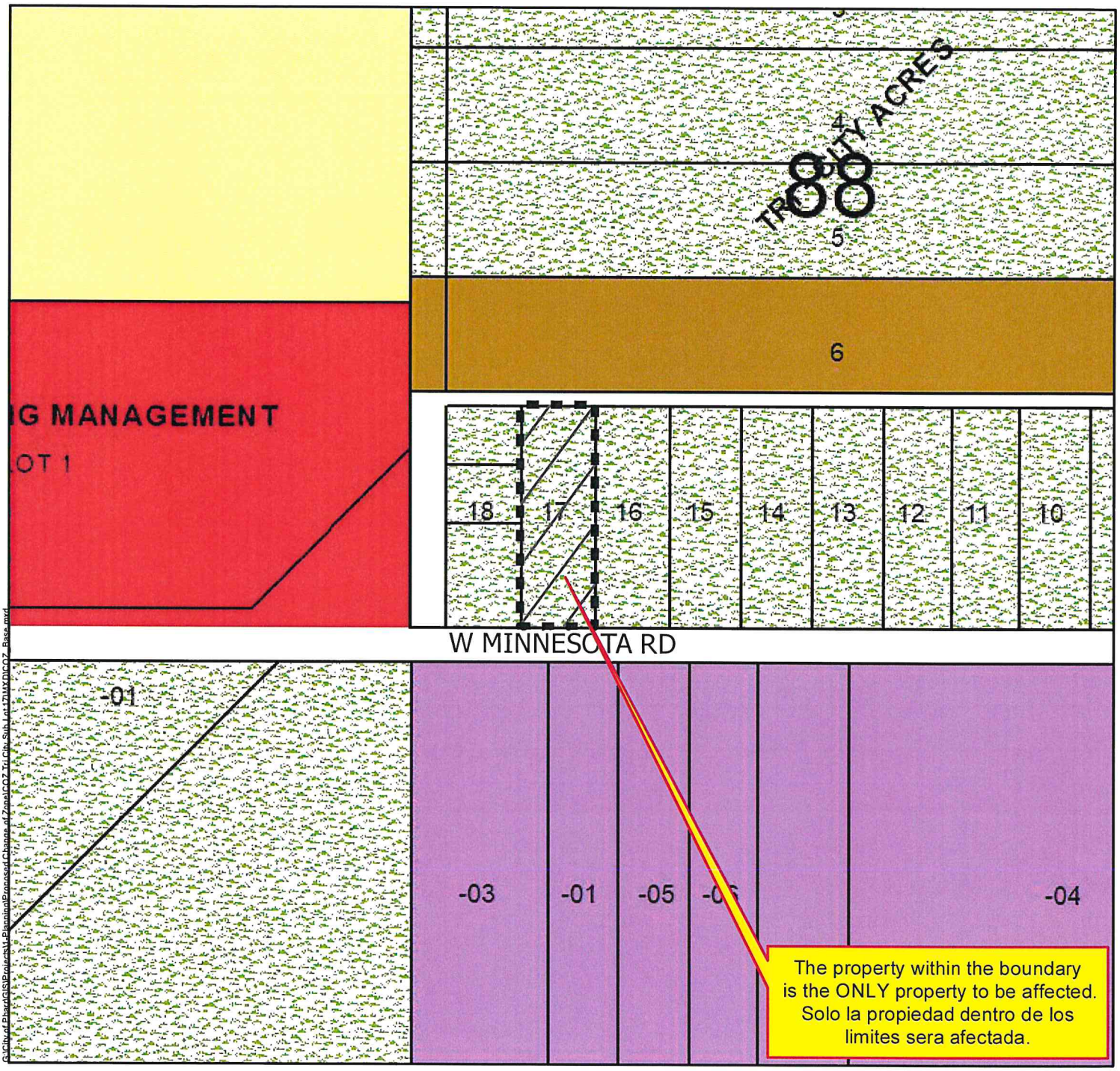
0 100 200 400 600 800 Feet

Date: 7/27/2021

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ Tri City Sub Lot 17\MXD\COZ_Base.mxd

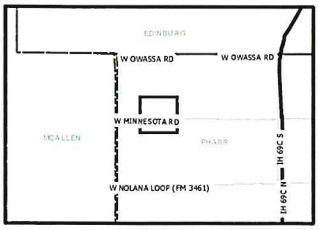
Proposed Change of Zone
Tri City Acres Subdivision Lot 17
Margarita Pena

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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

Date: 7/27/2021

Google Maps

Imagery ©2021 Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2021 200 ft

Measure distance

Total area: 34,603.04 ft² (3,214.73 m²)

Total distance: 847.45 ft (258.30 m)

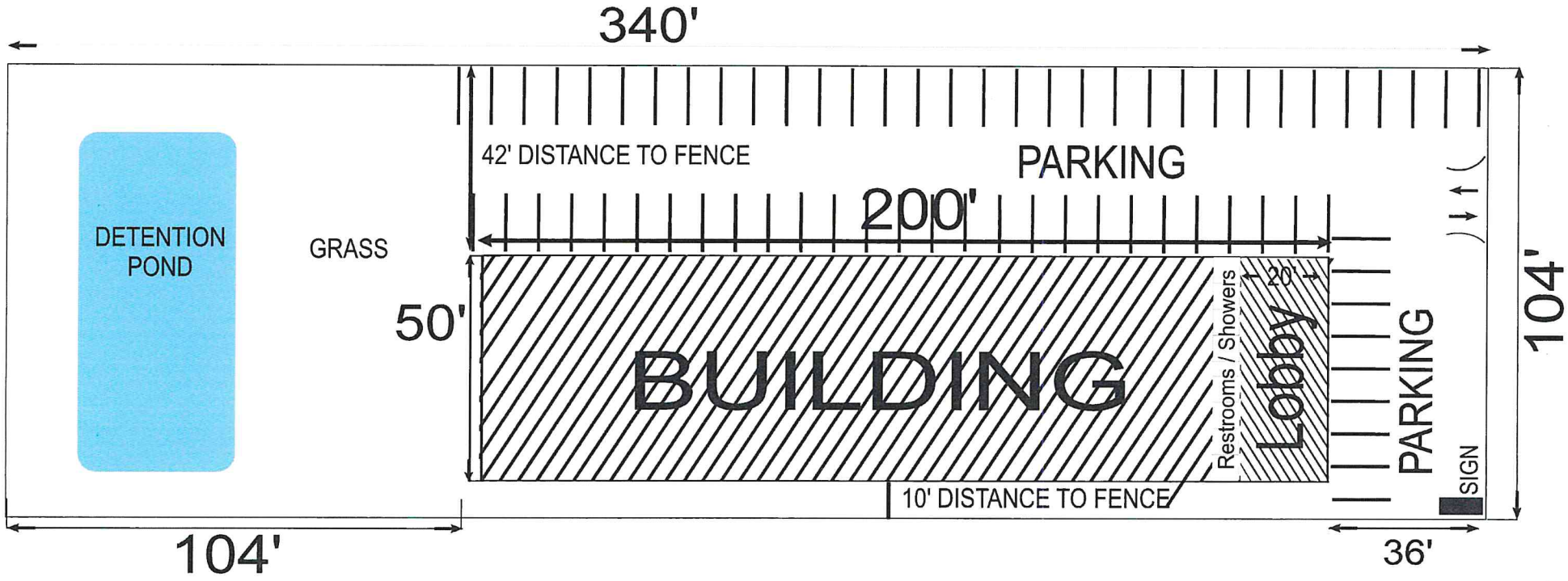
Margarita Peña
1008 W. Minnesota Rd.
Pharr, TX 78577
(Tri City Acres - Lot 17)

CFX EXPONENT
STRENGTH & CONDITIONING GYM
SITE PLAN

TOTAL ACRES: .0.8151

28' BUILDING HEIGTH

65 PARKING SPACES



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.3.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: LEM Group LLC, d/b/a The Bridge Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is legally described as being .099 acre tract of land, more or less, out of Lots 1 & 2, Luvil LLC Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 508 West IH-2 Suites 12 & 13. **CUP#210741**

Classification: Regular

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

Issue: LEM Group LLC, d/b/a The Bridge Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). **CUP#210741**

Fiscal Consideration: n/a

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

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/2/2021
City Management Office	New - 1/1/1900

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY SEPTEMBER 7, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR **ABC** FILE NO. **CUP#210741** (The Bridge Bar.)

GENERAL INFORMATION:

APPLICANT: LEM Group LLC, d/b/a The Bridge Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being .099 acre tract of land, more or less, out of Lots 1 & 2, Luvil LLC Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 508 West IH-2 Suites 12 & 13..

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the east, south, north, and west. This area is generally designated for commercial 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:	Pending re-inspection of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

NOTE: The pending inspection from Code Compliance Division will be conducted once the building renovation is complete.

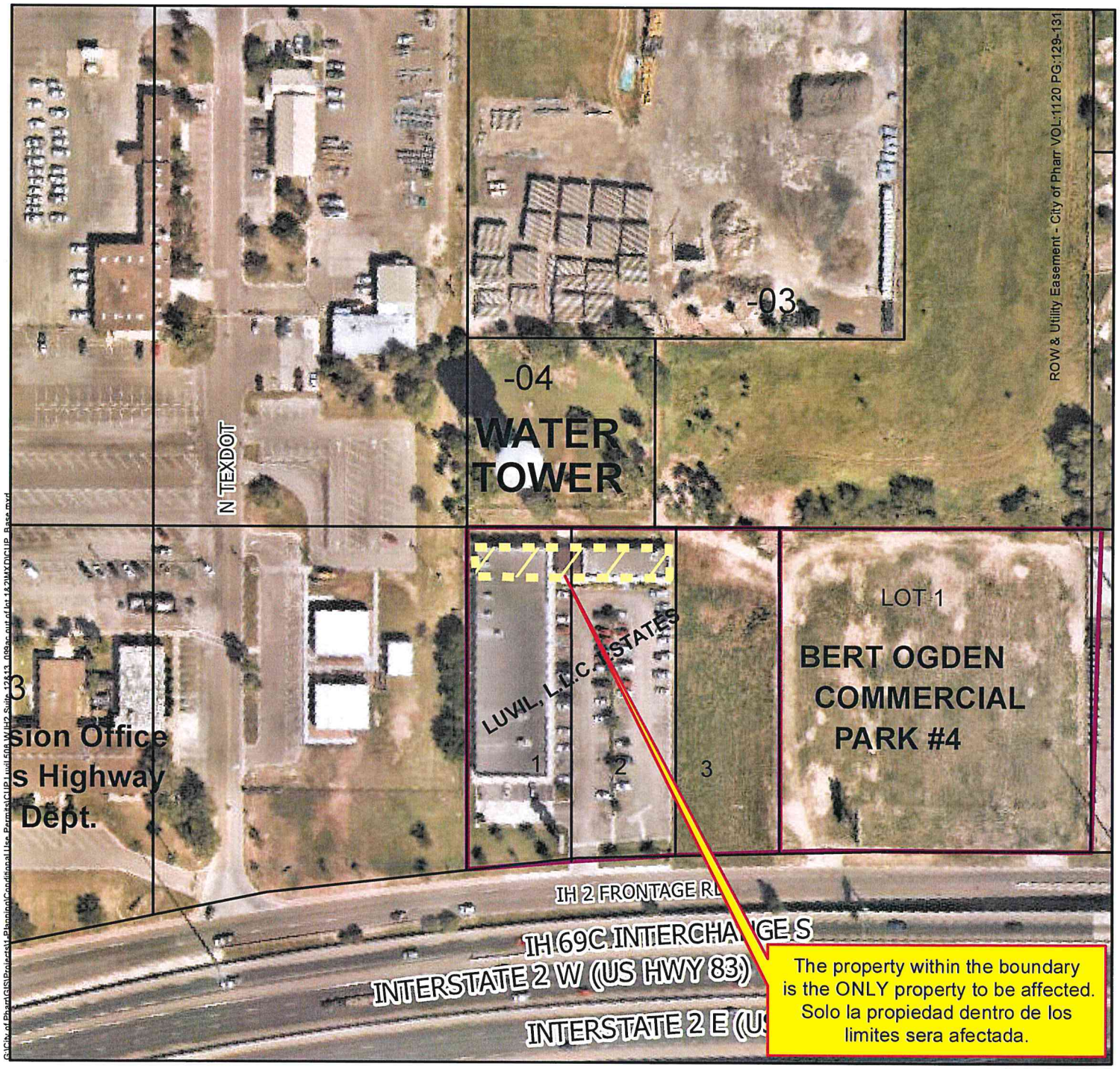
NOTIFICATION OF PUBLIC: Seven (7) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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

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

Proposed Conditional Use Permit-ABC
Luvil LLC Estates 0.99 ac out of Lots 1 & 2 Su
The Bridge Bar / Claudia Duran

Pharr Engineering



- Agricultural Open Space
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- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

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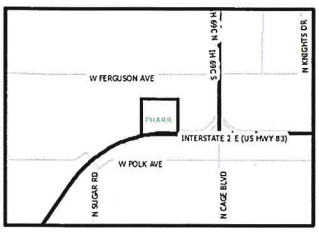


City of Pharr, Texas
Engineering Department
956.402.4242

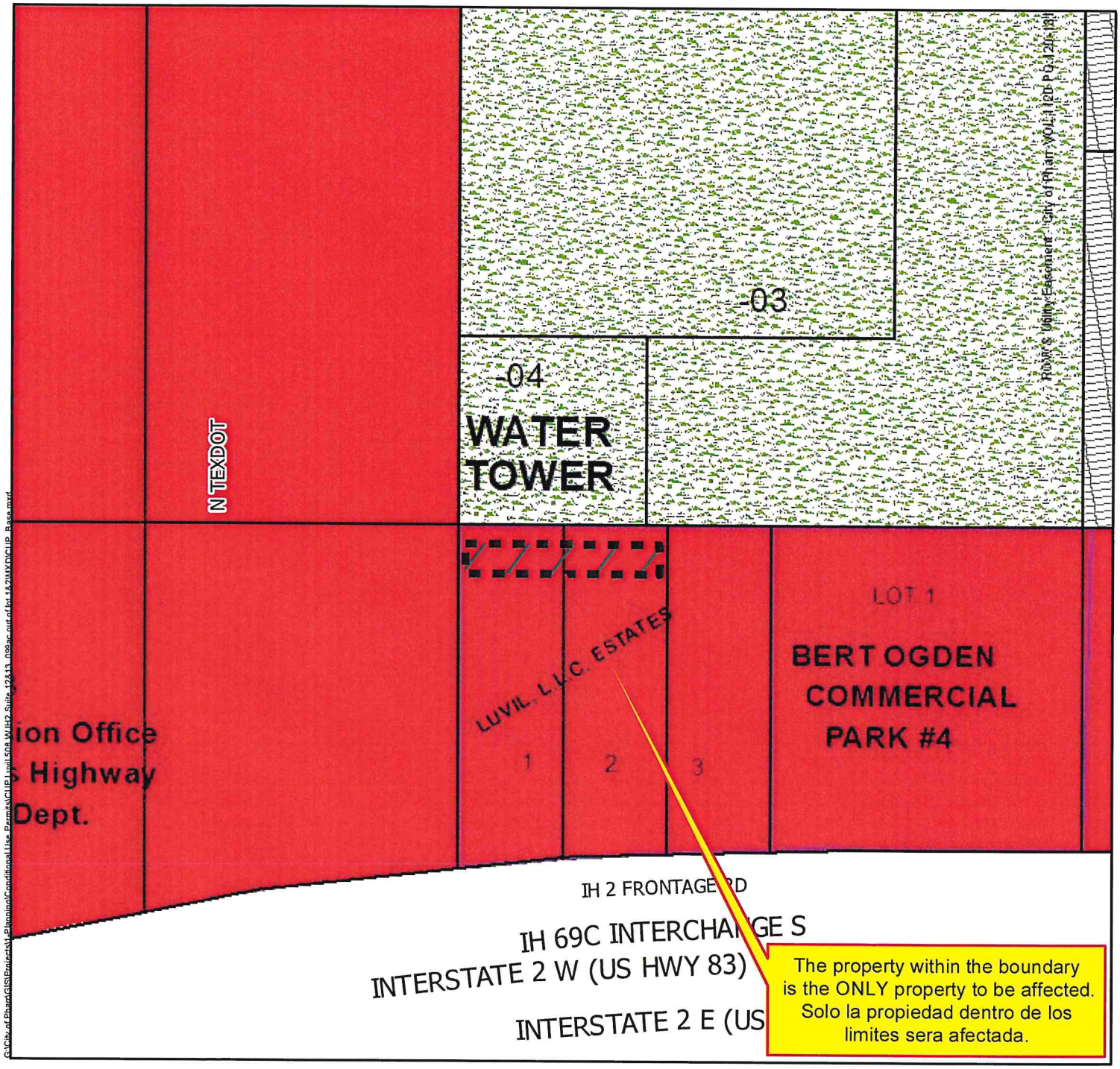
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 8/17/2021

Proposed Conditional Use Permit-ABC
Luvil LLC Estates 0.99 ac out of Lots 1 & 2 Su
The Bridge Bar / Claudia Duran

Pharr Engineering



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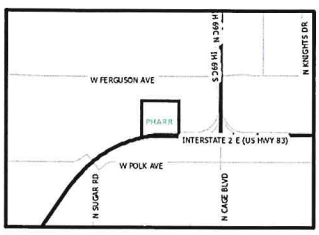
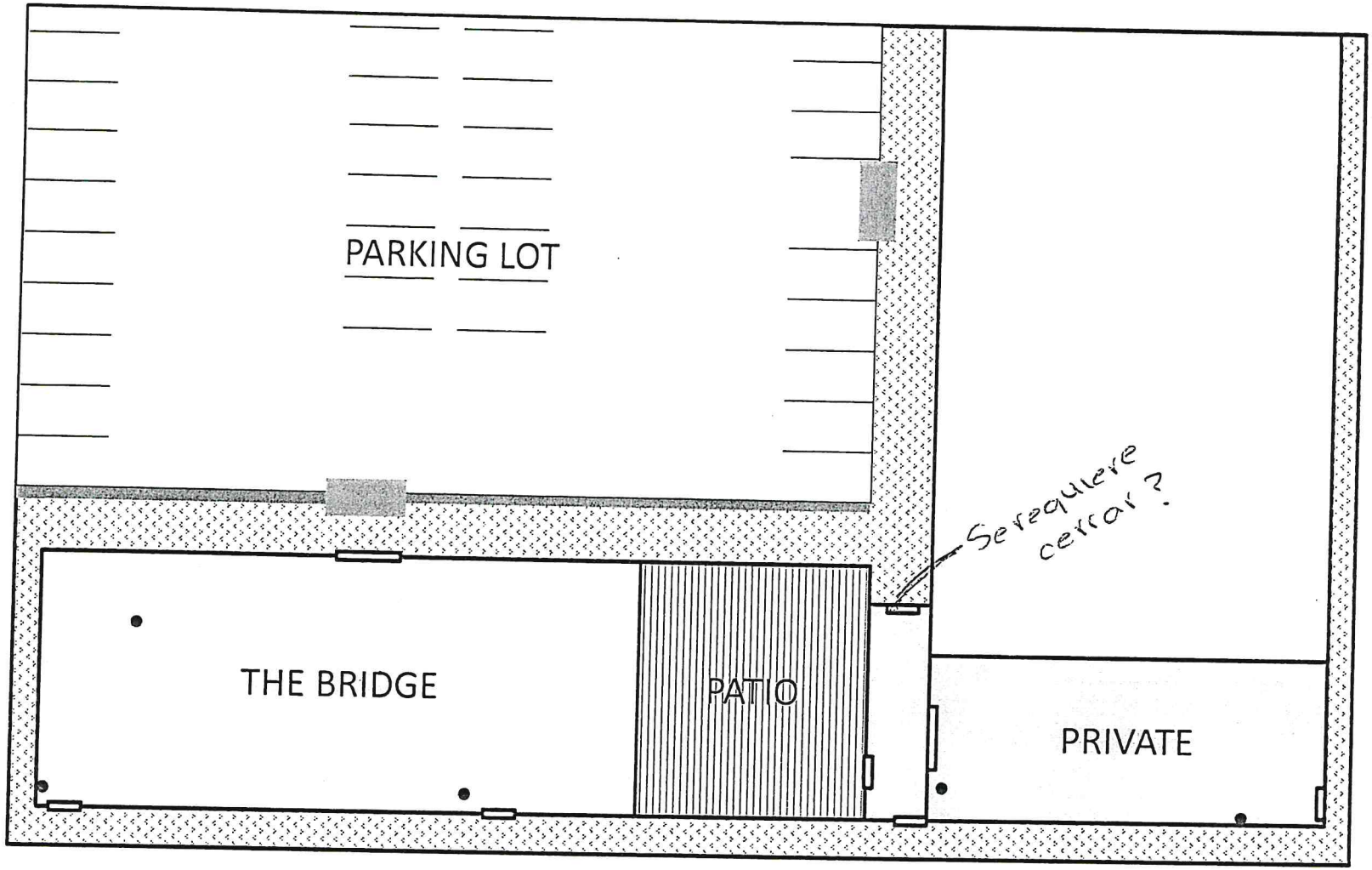


City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 8/17/2021



ACCESES AND EMERGENCY EXITS

EXTINGUISHERS

HANDICAP RAMPS

SIDE WALKS

Claudia Duran
(956) 250-9566

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.4.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

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

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

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

Fiscal Consideration: n/a

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

Alternatives: n/a

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

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
City Management Office	New - 1/1/1900

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

September 07, 2021

Conditional Use Permit for ABC – Doc's Billiards & Sports Bar

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Doc's Billiards & Sports Bar.

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

Recommendations:

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

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

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: TUESDAY SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

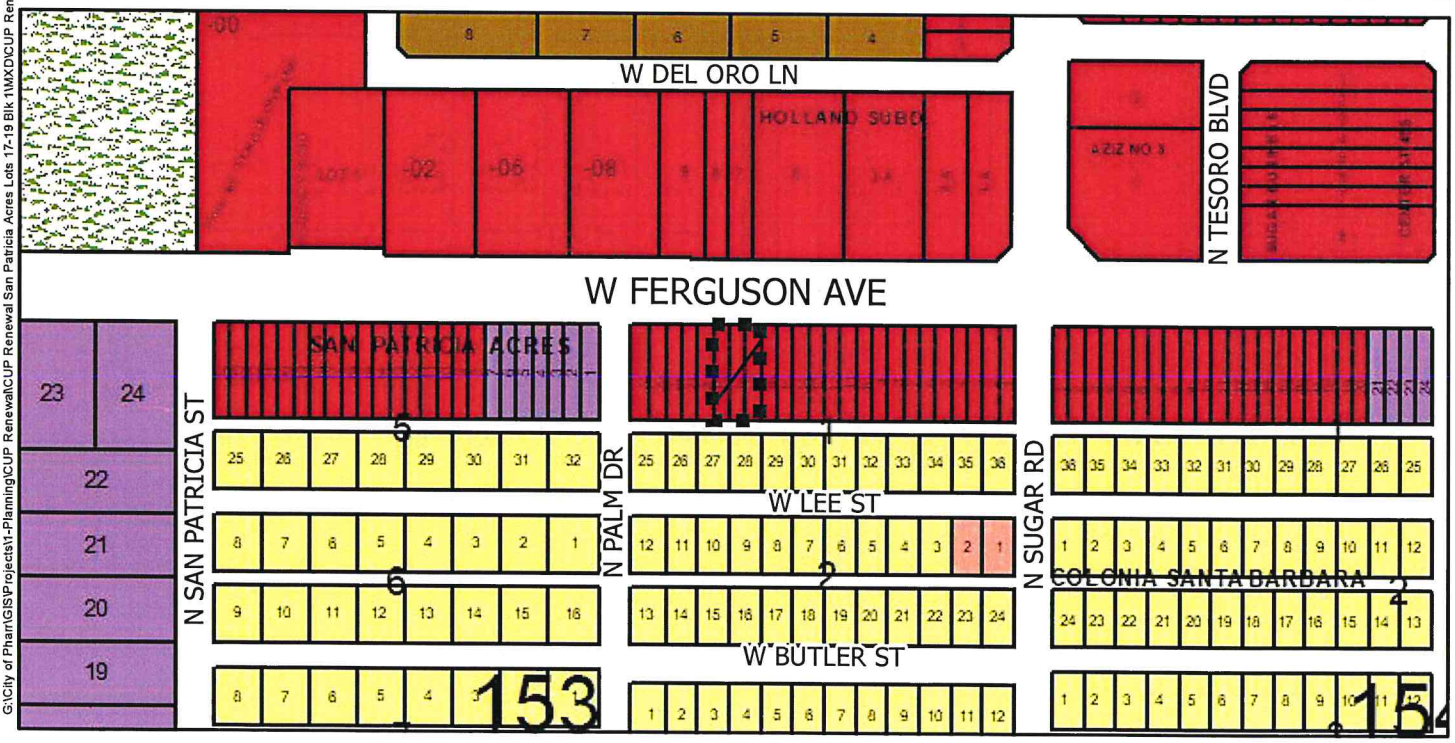
CODE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

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

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

Conditional Use Permit Renewal
San Patricia Acres Lots 17-19
Doc's Billiards & Sports Bar/JA Hernandez

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal San Patricia Acres Lots 17-19 Blk 1\MXD\CUP Renewal San Patricia Acres Lots 17-24.mxd

- 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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 8/6/2021

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.5.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

Classification: Regular

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

Issue: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#160737**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
City Management Office	New - 1/1/1900

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

September 07, 2021

Conditional Use Permit for ABC – Marta's Bar
CUP#160737

Background:

Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hour Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Marta's Bar.

The property is located at 410 West State Street, Suite D. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit and Late Hour 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-Marta's Bar_S Alvarez_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: TUESDAY SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160737** (MARTA'S BAR)

GENERAL INFORMATION:

APPLICANT: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Street, Suite D.

ZONING: The property is currently zoned Business District (C-2). The zoning to the North is Single-Family Residential District (R-1), General Business District (C) to the South and West, and Business District (C-2) to the East. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

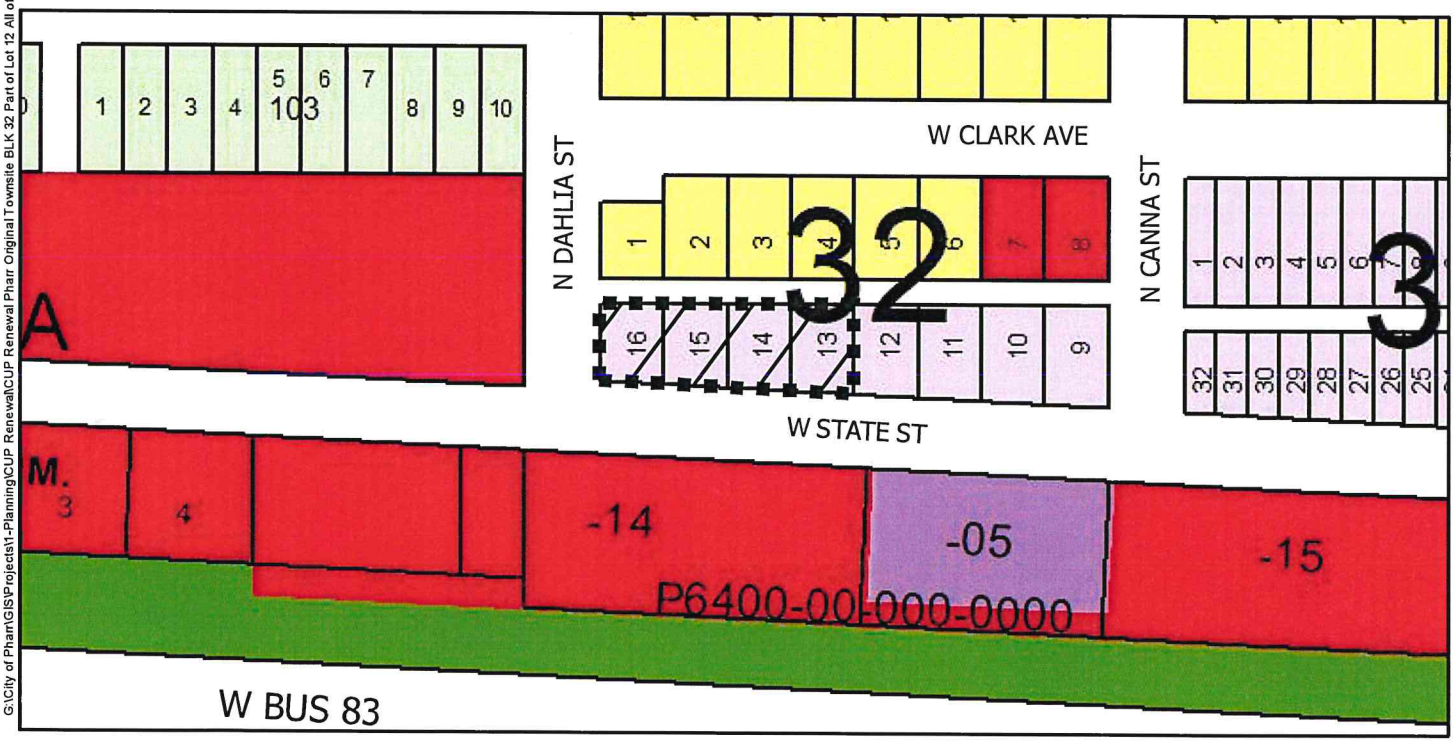
CODE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATION:

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

Conditional Use Permit Renewal
Pharr Original Townsite BLK 32
Part of Lot 12 All of 13-16
Marta's Bar/ Senovia Alvarez

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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N E S W

Date: 8/6/2021

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.6.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP#170637**

Classification: Regular

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

Issue: Scalisi's Chicago Pizza & More 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#170637**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/2/2021
City Management Office	New - 1/1/1900

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

September 07, 2021

Conditional Use Permit for ABC – Scalisi's Chicago Pizza & More

Background:

Scalisi's Chicago Pizza & More 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 Scalisi's Chicago Pizza & More.

The property is located at 912 East Nolana Loop, Suites R, S and T. 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\CUPs\ABC-*SCALISI'S CHICAGO PIZZA & MORE_PATRICIA SCALISE*_2017

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: TUESDAY, SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#170637** (SCALISI'S CHICAGO PIZZA & MORE)

GENERAL INFORMATION:

APPLICANT: Scalisi's Chicago Pizza & More 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 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 912 East Nolana Loop, Suites R, S and T.

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

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

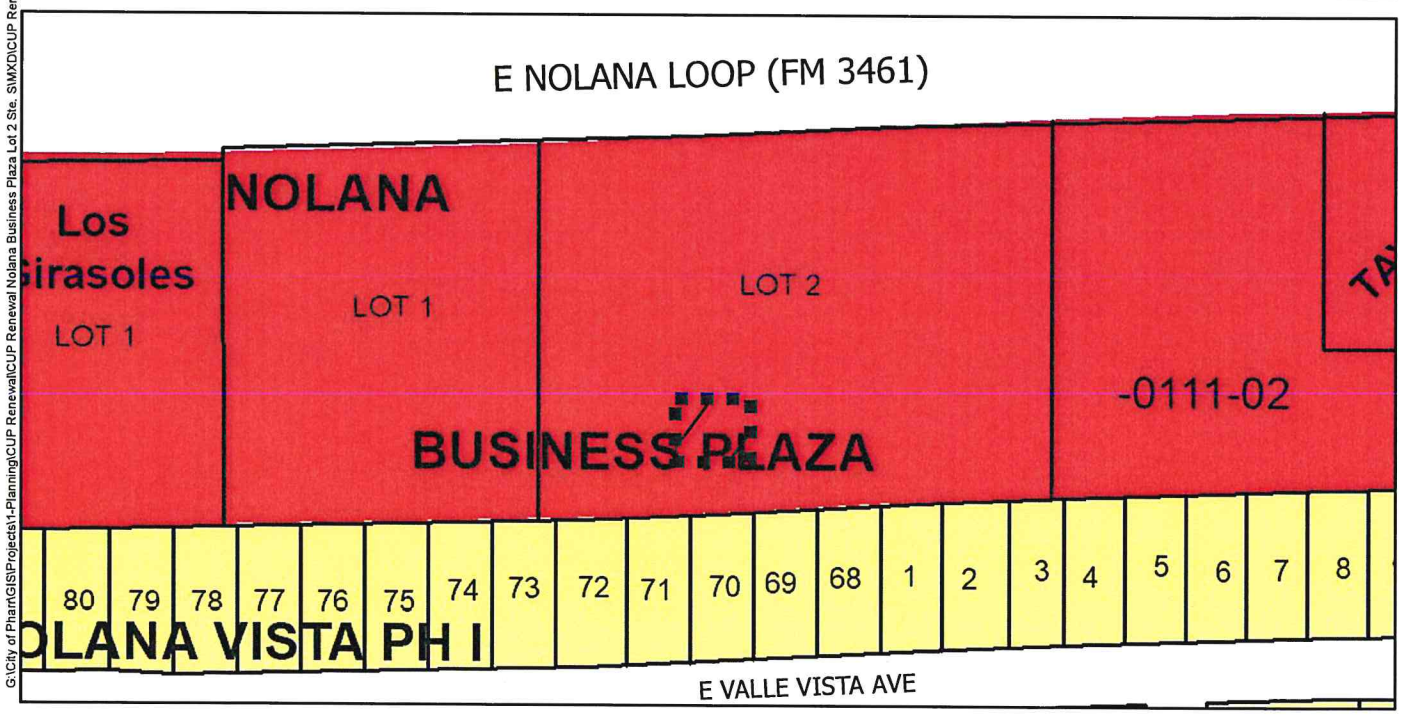
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

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-***SCALISI'S CHICAGO PIZZA & MORE_PATRICIA SCALISE***_2017

Conditional Use Permit Renewal
Nolana Business Plaza Lot 2 Suite S
Scalisi's Chicago Pizza & More/Patricia Scalise



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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 = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 6/23/2021

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.7.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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 Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

Classification: Regular

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

Issue: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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#160633**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 8/31/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/2/2021
City Management Office	New - 1/1/1900

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

September 07, 2021

Conditional Use Permit for ABC – Bar B Cutie Smokehouse

Background:

O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Bar B Cutie Smokehouse.

The property is located at 1933 West Interstate 2. 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\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_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: TUESDAY, SEPTEMBER 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160633** (BAR B CUTIE SMOKEHOUSE)

GENERAL INFORMATION:

APPLICANT: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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 Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1933 West Interstate 2.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east, south 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.

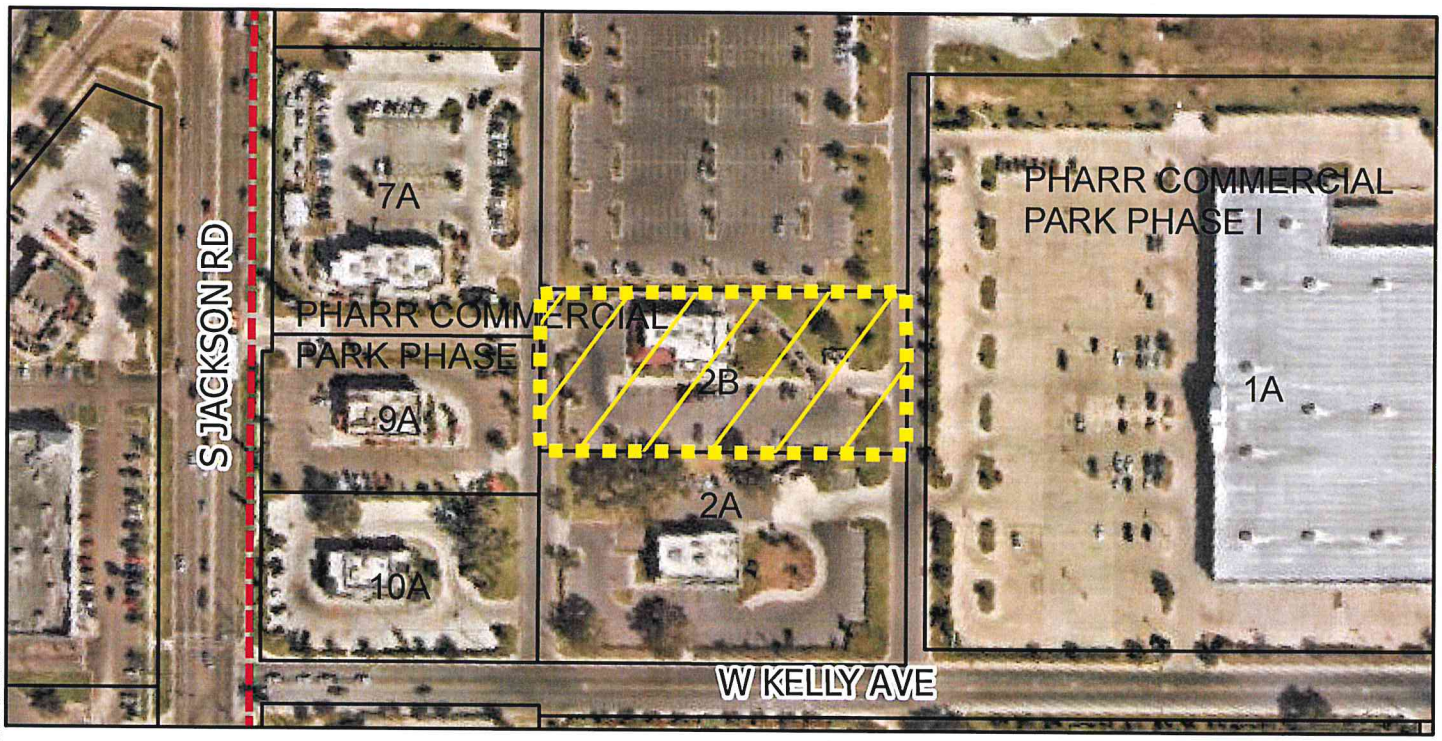
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

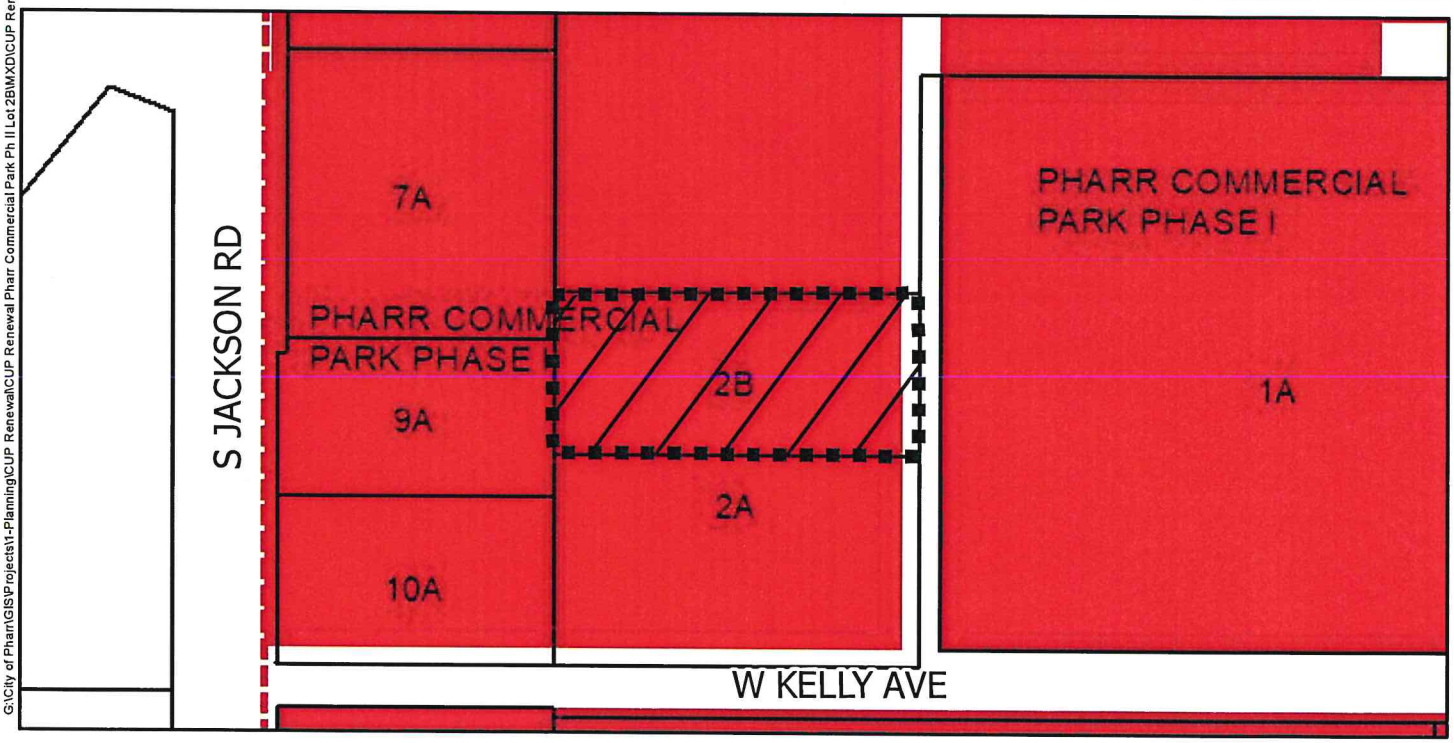
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with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

P:\Admin\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_2016

Conditional Use Permit Renewal
Pharr Commercial Park Ph II Lot 2B
O&C Bar B Que, LLC d/b/a Bar B Cutie Smokehouse

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 = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 8/6/2021

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: September 1, 2021
MEETING DATE: September 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Appendix A, Zoning, Article VII, Section 1.70, A(7), to the Code of Ordinances. ***(2nd Reading)***

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

Issue: The City finds that the current building setbacks along Interstate corridors puts a burden on new construction developments and therefore should be reduced to help attract new commercial projects.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

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

ROUTING:

Imelda Barrera	Created/Initiated - 9/1/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/2/2021
City Management Office	New - 1/1/1900

ORDINANCE NO. O-2021-

AN ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE VII, SECTION 1.70, A(7), TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FORGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINACES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance;

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, Article XI, Section 5, and Texas Local Government Code, Section 51.072, the City, as a home-rule municipality, has full power of local self-government; and

WHEREAS, the City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate building setbacks.

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

SECTION 1 – APPENDIX A, ZONING, ARTICLE VII, SEC. 1.70. A(7) IS AMENDED AS FOLLOWS: 7. The minimum building setback along ~~U.S. Expressway 83~~ Interstate Highway 2 and ~~U.S. Expressway 281~~ Interstate Highway 69C shall be ~~75~~ 50 feet. If the distance between the right-of-way line and property line most nearly parallel to the right-of-way line does not

exceed 150 feet at any point for properties abutting ~~U.S. Expressway 83~~ Interstate Highway 2 or ~~U.S. Expressway 281~~ Interstate Highway 69C, then the minimum setback shall be ~~50~~ 35 feet. If the distance between the right-of-way line and the property line most nearly parallel to the right-of-way line does not exceed 100 feet at any point for properties abutting ~~U.S. Expressway 83~~ Interstate Highway 2 or ~~U.S. Expressway 281~~ Interstate Highway 69C, then the minimum setback shall be 20 feet.

SECTION 26: PENALTY; ENFORCEMENT

A) Any person, firm, corporation, association or partnership violating any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be punished by a fine of not less than $750.00 nor more than $2,500.00 and every day such violation continues shall constitute a separate offense. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

B) Should any person or business violate the prohibitions contained herein or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

SECTION 27: APPEALS

Appeal of a decision of the Planning and Zoning Commission shall be in accordance with Article XII, section 1.92, Subsection B4, of the City of Pharr Code of Ordinances.

SECTION 28: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such

remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 29: SAVINGS CLAUSE

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

SECTION 30: EFFECTIVE DATE; PUBLICATION

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

SECTION 31: REPEALER CLAUSE:

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 32: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
IMELDA BARERRA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
IMELDA BARERRA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _ day of _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
IMELDA BARERRA, ASSISTANT CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance setting speed limits on Sam Houston Boulevard. ***(1st Reading)***

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

Issue: The traffic speed study for Sam Houston Boulevard from Veterans Boulevard to Jackson Road has been completed. The study recommends that (1) the speed limit from Veterans Boulevard to Cage Boulevard be adjusted from 30 miles per hour (MPH) to 35 MPH and (2) the speed limit from Cage Boulevard to Jackson Road be adjusted from 30 MPH to 40 MPH. No adjustment is recommended for the school speed limit at 20 MPH.

Fiscal Consideration: None. The traffic speed study has been completed. The only remaining cost, if approved, would be to replace the speed limit signs, and that is covered under Public Works' budget.

Staff Recommendation: Staff recommends increasing the speed limits on Sam Houston Boulevard to the speeds recommended by the study.

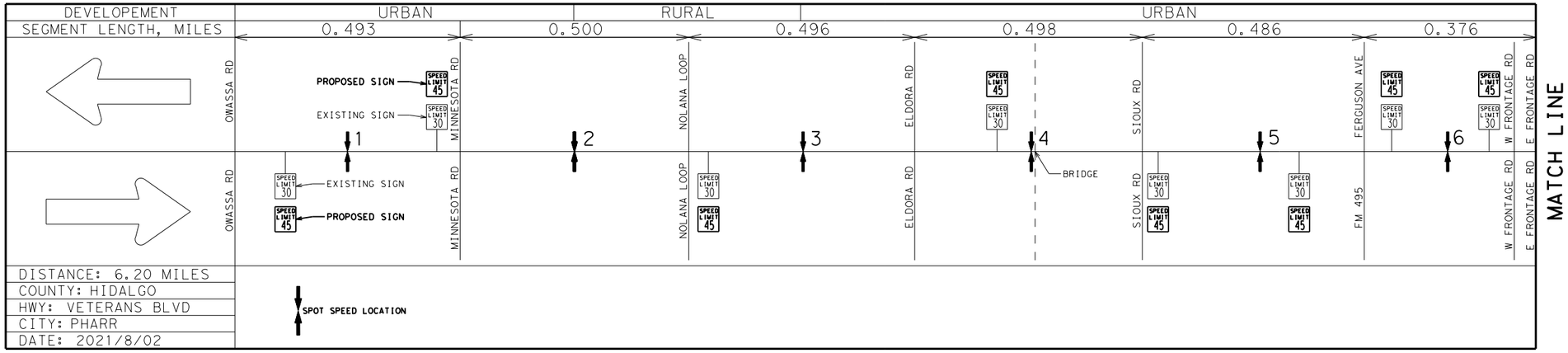
Alternatives: Maintain the speed limit on Sam Houston Boulevard at 30 miles per hour from Veterans Boulevard to Jackson Road.

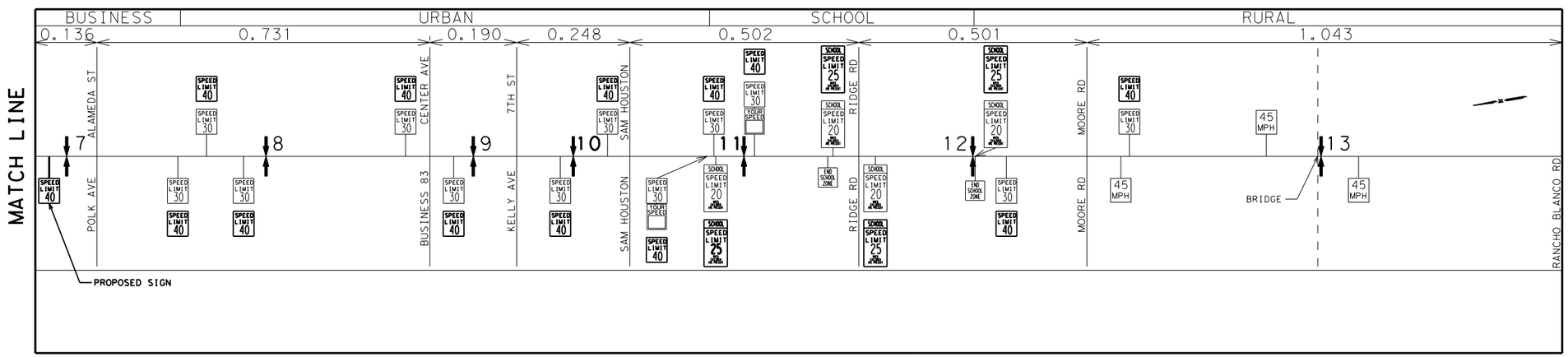
Exclude Material from Public Packet? No
Reason: No exclusions.

ROUTING:

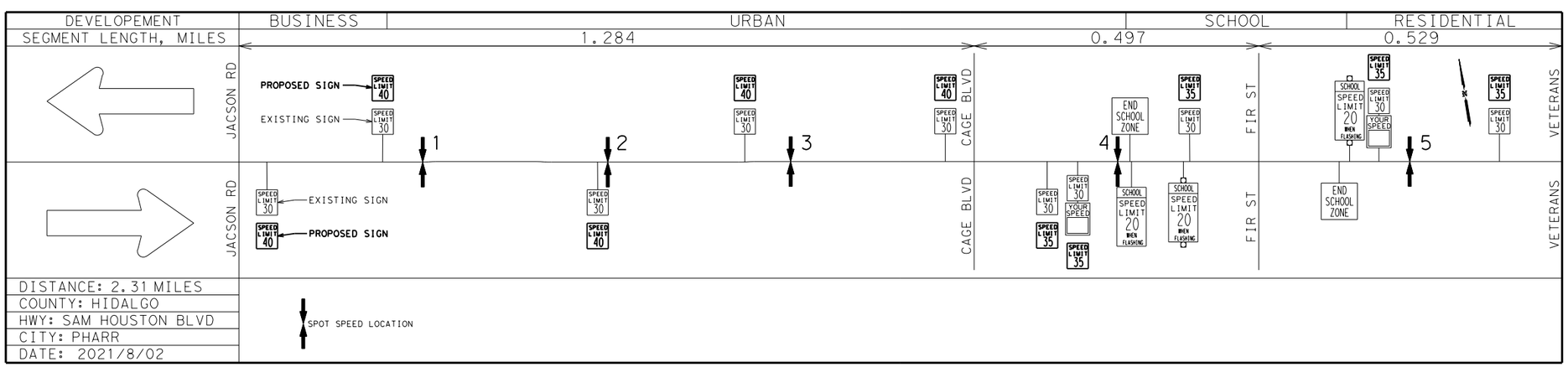
Maria Rangel	Created/Initiated - 8/24/2021
Omar Anzaldua	Approved - 9/1/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

VETERANS BLVD





SAM HOUSTON BLVD



Pharr

KCI TECHNOLOGIES

Engineers
Planners
Scientists
Construction Managers

2610 N Shary Rd
Mission, TX 78572
Phone: 956.271.6688
www.kci.com

TBPE Registration No. F-10573

ORDINANCE NO. _____

AN ORDINANCE SETTING SPEED LIMIT ON THE PORTION OF SAM HOUSTON BOULEVARD WITHIN THE CITY LIMITS OF PHARR, TEXAS; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway , as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the City Commission of the City of Pharr, Texas, upon the basis of an engineering and traffic investigation, the results of which are graphically shown on Exhibit "A", attached hereto and incorporated herein by reference, and which study the City Commission adopts and accepts, finds it necessary and in the public interest to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling up on the named streets and highways, or parts thereof.

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

Section 1 – Speed Limit. The speed limit on Sam Houston Boulevard shall be as follows:

A. Beginning at a point on Sam Houston Boulevard for the east city limits line;

   Thence west to a point on Sam Houston Boulevard to the centerline of US 281, the maximum speed limit shall be 35 miles per hour;

   From said point west to the west city limits line, the maximum speed limit shall be 40 miles per hour.

B. The maximum school speed limit on Sam Houston Boulevard shall be described below;

   Beginning at a point 100 feet east of the center line of Gumwood Street;

   Thence east to a point 360 feet east of the center line of Richmond Drive, the maximum speed limit shall be 20 miles per hour, when children are present, and 35 miles per hour at all other times.

Said speed limits apply to traffic traveling in either direction on Sam Houston Boulevard.

Section 2 - Penalty Provision. Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not exceeding Two Hundred and No/100, ($200.00) Dollars.

Section 3 – Repealer. All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4 – Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5 – Publication. In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

Section 6 – Effective Date. The speed limit set out herein shall be in full force and effect immediately after the publication of this Ordinance, PROVIDED THAT no violation of this Ordinance shall be deemed to have occurred until proper speed limits signs have been erected.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA BARRERA, ASSISTANT CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-78-39, Speed Limits on Veterans Boulevard ("I" Road) for the segment between Owassa Road and Javelina Drive. ***(1st Reading)***

Classification: Regular

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

Issue: The traffic speed study for Veterans Boulevard from Owassa Road to Javelina Drive has been completed. The study recommends that (1) the speed limit from Owassa Road to Expressway 83 be increased from 30-35 miles per hour posted (MPH) to 45 MPH, (2) from Expressway 83 to Moore Road be increased from 30 MPH posted to 40 MPH, and (3) the school speed limit be increased from 20 MPH to 25 MPH. The speed limit from Moore Road to Javelina Drive will remain at 45 MPH.

Fiscal Consideration: None. The study has been completed. The only item remaining is replacement of speed limit signs, and is covered by Public Works' budget.

Staff Recommendation: Staff recommends approval of the amendment to O-78-39 to increase and bring up-to-date the speed limits along Veterans Boulevard from Owassa Road to Javelina Drive. As such, staff also recommends pursuing safety improvements in high accident areas, such as the intersection with Expressway 83, where faster speed limits are proposed.

Alternatives: Maintain existing speed limits. However, an amendment is still warranted due to posted speed limits not matching those prescribed in O-78-39. For example, the posted speed limit is 30 MPH from Owassa Road to Sioux Road, but O-78-39 calls for 40 MPH on that same segment.

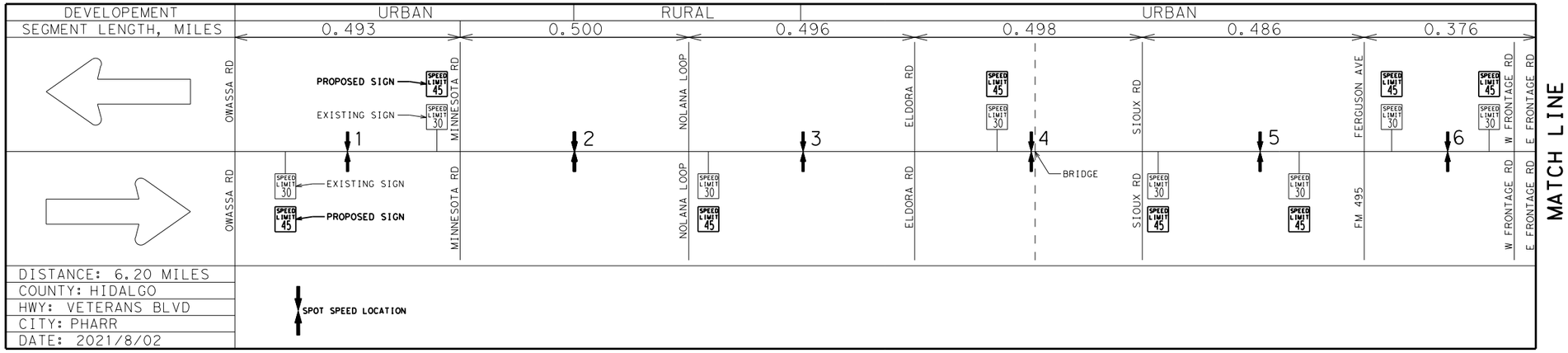
Exclude Material from Public Packet? No

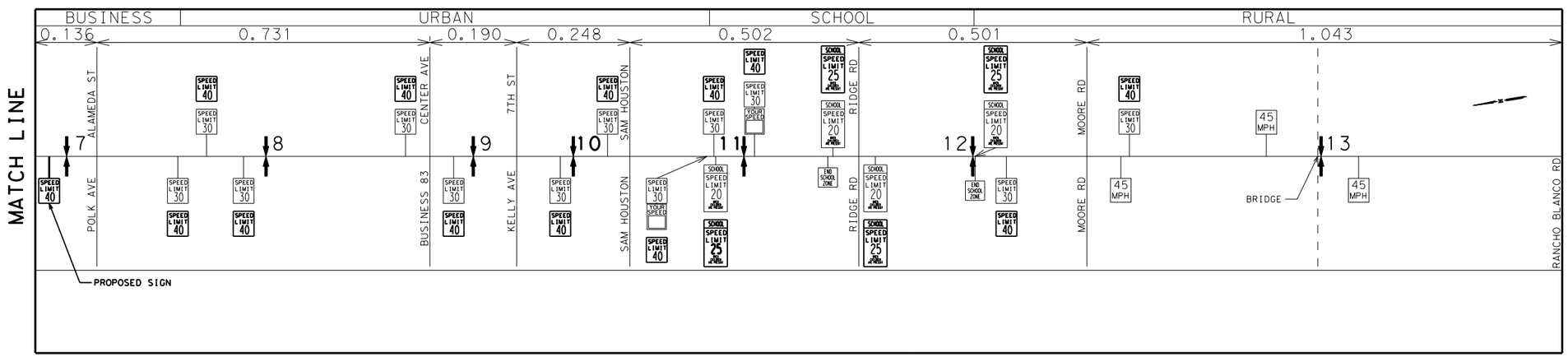
Reason: No exclusions.

ROUTING:

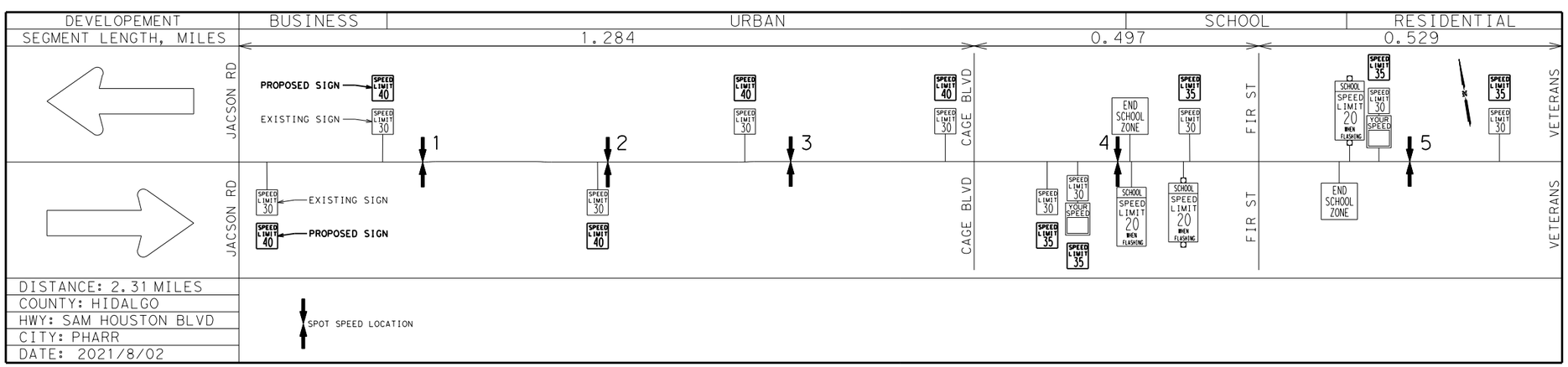
Maria Rangel	Created/Initiated - 8/24/2021
Omar Anzaldua	Approved - 9/1/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

VETERANS BLVD





SAM HOUSTON BLVD



Pharr

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2610 N Shary Rd
Mission, TX 78572
Phone: 956.271.6688
www.kci.com

TBPE Registration No. F-10573

ORDINANCE NO. _____

AN ORDINANCE AMENDING O-78-39 TO INCREASE SPEED LIMIT ON THE PORTION OF VETERANS BOULEVARD ("I" ROAD) BETWEEN OWASSA ROAD AND JAVELINA DRIVE; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, the amendments made in this ordinance are based on the results of a traffic engineering investigation, or "speed study", attached as Exhibit "A".

WHEREAS, the City of Pharr commissioned the speed study on Veterans Boulevard between Owassa Road and Javelina Drive to determine reasonable or safe speeds for existing conditions; and

WHEREAS, the City Commission desires to change the speed limits set by Ordinance No. O-78-39, in conformance with the results of the speed study.

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

Section 1 – Speed Limit. Ordinance No. O-78-39 is amended for the speed limit on Veterans Boulevard between Owassa Road and Javelina Drive as follows:

A. Beginning at a point on Veterans Boulevard for the north city limits line;

   Thence south to a point on Veterans Boulevard to the centerline of Expressway 83, the maximum speed limit shall be 45 miles per hour;

   From said point south to a point on Veterans Boulevard to the centerline of Moore Road, the maximum speed limit shall be 40 miles per hour;

   From said point south to a point on Veterans Boulevard to the centerline of Javelina Drive, the maximum speed limit shall be 45 miles per hour.

B. The maximum school speed limit on Veterans Boulevard shall be described below;

   Beginning at a point 80 feet north of the center line of Colony Drive;

   Thence south to a point 35 feet north of the center line of Olga Street, the maximum speed limit shall be 25 miles per hour, when children are present, and 40 miles per hour at all other times.

Said speed limits apply to traffic traveling in either direction on Veterans Boulevard.

Section 2 - Penalty Provision. Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not exceeding Two Hundred and No/100, ($200.00) Dollars.

Section 3 – Repealer. All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4 – Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5 – Publication. In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

Section 6 – Effective Date. The speed limit set out herein shall be in full force and effect immediately after the publication of this Ordinance, PROVIDED THAT no violation of this Ordinance shall be deemed to have occurred until proper speed limits signs have been erected.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA BARRERA, ASSISTANT CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance 0-2121-21 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. ***(1st Reading)***

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

Issue: This will allow the EMS department to bill for fixed wing (airplane) services and special events (football games)

Fiscal Consideration: The EMS department will bill for special events and fixed wing services.

Staff Recommendation: Staff Recommends Approval

Alternatives: no alternatives

Exclude Material from Public Packet? No
Reason: not excluded

ROUTING:

Daniel Ramirez	Created/Initiated - 9/3/2021
Daniel Ramirez	New - 1/1/1900
Karla Saavedra	
Patricia Rigney	
City Management Office	

ORDINANCE NO. O-2021-__

AN ORDINANCE OF THE CITY OF PHARR AMENDING O-2021-271817-13, CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMUBLANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in April of 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

(a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:

(1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate

(2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and

(3) has two-way radio communications.

(b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.

(c) ~~**Ambulance Call** means the act of responding with an ambulance to a request for transportation of a sick or injured person. **Not used in here.**~~

~~(d)~~ **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including ~~driving~~driving, or acting as an attendant on an ambulance.

(~~e~~d) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.

(~~f~~e) **City** means and refers to the City of Pharr, Texas, and its City limits.~~, including its extraterritorial jurisdiction. DO WE INCLUDE ETJ?~~

(~~g~~f) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.

(~~h~~g) ~~**Director** DO WE CHANGE THIS TO EMS CHIEF? means the director of the department designated by the City Manager to enforce and administer this article, or the director's authorized representative.~~

~~(i)~~ **Emergency ambulance** means an ambulance used, designed or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.

(j~~h~~) ~~**Emergency Care** means care provided to the sick or injured during emergency transportation to a medical facility and includes any necessary stabilization of the sick or injured in connection with that transportation. **NOT USED IN HERE**~~

~~(k)~~ **Emergency/9-1-1 call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(~~l~~i) **Emergency circumstances** means the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(j~~m~~) **Emergency medical service advisory designee (EMSAD*)*** means the individual (normally the EMS~~fire~~ ~~c~~Chief or his designee) authorized to oversee the operation of the ambulance service system~~ and the performance of the awarded company under the terms of the contract~~.

(~~n~~k) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.

(~~o~~l) **Emergency run** means an emergency ambulance trip, that may require ~~requiring~~ the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.

~~(i) **Emergency service** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~(m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.

~~(p) **Licensee** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~

~~(p) **Pharr Public Safety Communication Center** means the central communications center of the Pharr Police and Fire Department or EMC????~~

(~~q~~n) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and ~~has qualified personnel to render such services~~ when

response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

(or) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.

(ps) **Operate** means to drive or to be in control of an ambulance.

(qt) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.

(ru) **Owner** means the person to whom state license plates for a vehicle were issued.

(sv) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.

(t) **Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

(wu) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.

(vx) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITNION OF TRANSPORT SERVICE)

(wy) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.

(xz) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.

(yaa) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").

(zbb) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.

(aacc) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or

fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, ~~configured~~configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

(bb~~dd~~) **Street** means any street, alley, avenue, boulevard, drive, ~~highway~~highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City. ~~ETJ??~~

(cc~~ee~~)**Transport Service** shall ~~include:~~ include:

1. ~~Shall include t~~The non-emergency pickup and delivery within the limits of the City ~~and its ETJ of sick,~~ of sick, injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.
2. Responding to an Emergency/ 9-1-1 Call~~(assisting the City contracted ambulance company)~~. Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed otherwise by City emergency personnel (~~i.e.~~i.e., major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
B. The City EMS department shall be the sole primary ~~also exclusively~~ provider of all ~~Transport Service and Special Event~~ emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all calls for service received by the City EMS Department ~~requesting the services~~.
D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

SEC. 50-88 ~~CITY LICENSE REQUIRED~~ PRIVATE AMBULANCE SERVICE REGISTRATION REQUIRED.

A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.

B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the City.

C. A person commits an offense if he~~y~~ transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.

D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the City when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordnance.

E. No person shall furnish, operate, conduct, maintain, ~~advertise~~advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.

F. An exception shall be made on emergency services furnished for calls originating outside the City.

G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

~~G.~~

~~It shall be unlawful for any person to engage in furnishing emergency or non-emergency service within the City by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the City without first having obtained a license, which shall be prominently displayed on the rear driver side of the ambulance, as hereinafter provided. An exception shall be made on emergency services furnished for calls originating outside the City. Air ambulance companies are exempted from licensing requirements of this chapter.~~

~~It shall be an affirmative defense to any prosecution brought under this section that the emergency ambulance service in question was provided in response to a call or request from a private citizen or specifically requested by an officer or employee of the City.~~~~do we want this exception?~~

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS ~~APPLICATION FO~~

~~**R LICENSE.**~~

~~T~~To obtain a private ambulance service registration, a person must make written application ~~Applications for licenses under this division shall be made~~ to the EMS Chief containing the following: ~~City Manager or his designee and shall contain the following~~:

(1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.

(2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.

(3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.

(4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.

(5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, ~~police~~police, and fire departments, and 911 emergency service, as applicable, in the City.

(6) The location and description from which the ambulance(s) will operate within the service delivery districts.

(7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, ~~motor and chassis number,~~ and a description of the equipment in each ambulance for providing emergency medical service.

(8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services. ~~, their social security number, list of training classes, date of issue and numbers of all E.M.S.~~

~~certifications held by each of such persons pertaining to ambulance and emergency medical service required by the Texas Department of Health.~~

(9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws. ~~[division and all laws and] Ordinances applicable to ambulance or emergency ambulance service, and proof that the applicant has all required licenses and required equipment.~~

(10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.

(11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration ~~license~~.

SEC 50-90~~89~~. REQUIREMENTS FOR ISSUANCE OF REGISTRATION ~~LICENSE.~~

(A) ~~T~~The ~~Fire Chief~~ EMS Chief or his/her designee may recommend the issuance of a registration ~~license t~~to the City Manager if he/she determines:

(1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.

(2) That the applicant has filed with the ~~Fire Department~~ EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:

(3) Liability for injury to any one person, $1,000,000

(a) Liability arising out of one occurrence, for injury to one or more persons arising out of one occurrence, $1,000,000.

(b) Property damage, per occurrence, $1,000,000.

(c) The applicant has provided a certificate of malpractice insurance of $1,000,000 for each claim. The applicant 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 took place or after this contract or the insurance policy expires.

(d) The certificate of insurance shall show general liability coverage for the applicant in the amount of $1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between ~~licensee~~ registrant and the City EMS Department ~~Fire Department and Police Department~~, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.

(6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief ~~Fire Chief~~ or his designee.

(7) As a condition of obtaining a registration ~~license~~, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief ~~Fire Chief~~ or his/her designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration ~~License~~.

(1) After receipt of an application for ~~a license~~ registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.

(2) Upon receipt of a recommendation by the ~~Fire Chief~~ City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) ~~License~~ Registration Issuance Requirements.

~~T~~The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the ~~licensing~~ registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be

charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other facts as may be relevant to the above, including the services provided by the City EMS Department ~~Fire Department~~ at this time.

SEC. 50-91. - REQUIREMENTS FOR ~~LICENSEES~~ REGISTRANTS.

(a) Minimum equipment and facilities.

(1) ~~The City designated 911 provider shall provide and maintain in a safe and operational manner a minimum of five ambulances with licenses issued by the state department of health in accordance with V.T.C.A., Health and Safety Code §§ 773.001 et seq. and 774.001 et seq.~~

~~(2)~~ All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas ~~s~~State of State Health Services. ~~department of health. The primary ambulance(s) shall be type I or type III modules equipped with, at a minimum, advanced life-support capability. Except for time down for repairs, both units must be in service, or immediately available for service. If an ambulance is to be out of service for more than four hours, or if both units are out of service simultaneously, the licensee must obtain replacement units for the period of unavailability and must notify E.M.S.A.D. Units, equipment and supplies shall be maintained in sanitary conditions consistent with state department of health requirements. Each ambulance shall be identified by four-inch letters, numbers or a combination thereof prominently displayed on the sides, front and rear of each unit.~~

(~~3~~2) ~~All other non-emergency ambulance service providers (transport services) shall follow state guidelines on equipment, vehicles, and manpower requirements as set by state guidelines.~~

~~(4) The licensee registrant must demonstrate that a training facility of continuing education for licensee's registrant's staff, whether paid or volunteer, is readily available.~~ The registrant ~~licensee~~ shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.

(b) Personnel and Staffing Requirements.

(1) All ambulances of ~~the licensee~~ registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.

(2) ~~Each member of the City's designated 911 provider's staff must have at least one year of EMS field experience.~~

~~(3)~~ One hundred percent of the ~~licensee's~~ registrant's emergency response staff shall possess current basic EMT or higher qualifications.

(4) The ~~licensee~~ registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by

registrantlicensee and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

(5) When on duty, licensee's registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

(1) No company, except as stated in Section 50-87 88, shall operate any emergency ambulance upon the public streets in rendering ambulance emergency services in response to emergency calls unless holding a valid license registration from the City, and until such ambulance has been certified for such usage by the Fire Chief City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statues of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose. Only the designated 9-1-1 provider for the City is eligible to acquire the emergency license.

(2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid license registration from the City and until such ambulance has been certified for such usage by the City EMS Chief Fire Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statues of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license. It is a defense to prosecution if the service originated outside the City.

(3) License Private ambulance service registrant's holder's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. License Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.

(4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. Any license granted shall be valid for a period of one year. Furthermore, upon successful acquisition of a new ambulance service contract the licensee registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registrationthe license.

~~In the event of the termination of the ambulance service contract either by the City or the provider, any and all licenses granted in the fulfillment of the contract will become null and void and the licensee's fees paid for the license will be reimbursed on a per year basis only.~~What?

SEC. 50-93. ~~– LICENSE~~ REGISTRATION FEES.

(1) ~~*License*~~ *Registration Fees*. All registrations ~~licenses~~ issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration ~~license~~, the applicant shall pay a sum of $500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereunder.

(2) *Inspection fees.* A successful applicant shall pay for such license the sum of $150.00 per every ten ambulances presented for inspection~~,~~. ~~which~~Said sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereafter. The registration ~~license~~ sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the ~~license~~ registration fee will not be refunded.

~~(2)~~

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS ~~RESPONSE TO CITY-ORIGINATED EMERGENCY CALLS REQUIRED.~~

A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special event EMS service, upon the streets, alleys or any public way or place within the City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, in writing via mutual aid agreement, ~~or Police Department,~~ when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS

Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.

~~3. A person may operate a private ambulance on an emergency run to a hospital within the City, if:~~

~~i. The emergency patient was picked up by the ambulance outside the City limits; and (ETJ??)~~

~~ii. The ambulance making the emergency run is licensed and operated in accordance with the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended.~~

~~4.~~3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

~~5.~~4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring ta sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

~~6. A registered agency may operate a private ambulance on an emergency run to transport vital organs, including, but not limited to, hearts, lungs, kidneys and eyes, to or from a hospital within the City. We don't have a hospital here right now.~~

~~7. A registered agency may operate a private ambulance, critical care transport ambulance, or other specialized emergency medical service vehicle on an emergency run to transport a newborn, pediatric or other critical care patient from a lower-level skill facility to a higher-level skill facility if:~~

~~i. The patient's doctor has determined that an emergency exists; and~~

~~ii. The patient is accompanied by a neonate, pediatric or critical care transport personnel.~~

B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.

C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within

10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.

D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:

1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required an any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

~~Each person filing an application to operate a non-emergency ambulance or ambulance service within the City shall be deemed, by the filing of such application, to agree to respond to all emergency calls when requested to do so by originating from the City's EMS Department Fire Department or Police Department or contracted 9-1-1 provider and the acceptance of such calls, except for justifiable cause, to be determined by the Fire Chief EMS Chief and/or his designee and shall be a condition for the continuation of the license to operate such ambulance or ambulance service. Failure to comply may result in the revocation of the registration license. Provided, however, that only the City EMS Department 9-1-1 approved applicant may respond to emergency calls. It is an affirmative defense to prosecution if an ambulance operates in violation of this Ordinance and was summoned for emergency mutual aid by the City EMS Department Pharr 9-1-1 provider, Police and/or Fire Department.~~

~~SEC. 50-95. - CANCELLATION OF LICENSE REGISTRATION. WHY DO WE HAVE THIS SECTION IT'S SIMILAR TO THE PENALTY ONE~~

~~Should any registrant licensee fail to respond to an emergency call as herein provided for, without justifiable cause, or fail to transfer call, render satisfactory and efficient emergency ambulance service, or provide mutual aid when requested or fail to comply with any of the provisions of this chapter the City Manager shall have the right to cancel any such license upon recommendation from the Fire EMS Chief and/or his designee. The finding of the City Manager on such issue shall be final, conclusive and non-appealable. Any registrant license holder cancelled under this section may not reapply for a license registration for a period of six months.~~

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Registrants ~~Licensees~~ are authorized to charge the rates prescribed and set forth in this division. The City will not guarantee payment of such fees, nor will it process

billing for the registrant ~~licensee~~. Fees shall be paid by persons receiving the service directly to the registrant ~~licensee~~. ~~Licensees~~ Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr ~~and its E.T.J.~~ for transportation. The City reserves the right and option to bundle bill and make adjustments as necessary for the betterment of the city.

(b) The following rates shall be charged for emergency ambulance services in the City:

~~Airway maintenance: BVM~~		~~$25.00~~
~~Airway maintenance: Combi/tube~~		~~$125.00~~
~~Airway maintenance: ET tube/holder~~		~~$30.00~~
~~Airway maintenance: intubation~~		~~$125.00~~
~~Airway maintenance: oral airway~~	airway	~~$3.50~~
~~Base rate: ALS*~~		~~$600.00~~
~~Base Rate: BLS*~~		~~$500.00~~
~~Blood sugar: accuchek/glucometer~~		~~$5.00~~
~~Blood sugar: blood level strip~~		~~$5.00~~
~~Blood sugar: lancets~~		~~$1.00~~
~~Cardiac care: CPR~~		~~$150.00~~
~~Cardiac care: defib pads~~		~~$90.00~~
~~Cardiac care: defibrillation~~		~~$125.00~~
~~Cardiac care: EKG electrode~~		~~$2.00~~
~~Cardiac care: monitoring~~		~~$75.00~~
~~Gloves~~		~~$2.00~~
~~Hot pack/cold pack~~		~~$2.00~~
~~Immobilization: backboard~~		~~$60.00~~
~~Immobilization: cervical collar~~		~~$22.50~~
~~Immobilization: head blocks~~		~~$25.00~~
~~Immobilization: KED short board~~		~~$100.00~~
~~Immobilization: splints~~		~~$20.00~~

~~IV therapy: IO needle~~	~~$35.00~~
~~IV therapy: IV disposable supplies~~	~~$12.50~~
~~IV therapy: IV monitoring~~	~~$65.00~~
~~IV therapy: NaCl 500 ml~~	~~$1.50~~
~~IV therapy: saline lock disposable~~	~~$22.95~~
~~IV therapy: IV start/attempt~~	~~$125.00~~
~~Mileage: ALS (per mile)~~	~~$12.00~~
~~OB kit~~	~~$22.95~~
~~Oxygen: administration~~	~~$43.00~~
~~Oxygen: mask~~	~~$3.00~~
~~Oxygen: nebulizer~~	~~$3.00~~
~~Pharmaceuticals: Adenocard 6 mg~~	~~$115.75~~
~~Pharmaceuticals: Adenosine 6 mg~~	~~$115.75~~
~~Pharmaceuticals: Albuterol .083%/2.5 mg.~~	~~$4.35~~
~~Pharmaceuticals: Asprin~~	~~$1.00~~
~~Pharmaceuticals: Atropine sulfate 0.3 mg.~~	~~$12.50~~
~~Pharmaceuticals: Atrovent 0.18 mg~~	~~$15.00~~
~~Pharmaceuticals: Benadryl 50 mg~~	~~$5.00~~
~~Pharmaceuticals: Dextrose 50%~~	~~$15.00~~
~~Pharmaceuticals: Dopamine premix~~	~~$47.75~~
~~Pharmaceuticals: Epinephrine 1:10,000 1 mg~~	~~$12.50~~
~~Pharmaceuticals: Epinephrine 1:1,000 1 mg~~	~~$10.00~~
~~Pharmaceuticals: Lasix 20 mg~~	~~$10.00~~
~~Pharmaceuticals: Lidocaine~~	~~$13.50~~
~~Pharmaceuticals: Lidocaine drip~~	~~$30.00~~
~~Pharmaceuticals: Morphine sulfate 10 mg~~	~~$6.00~~
~~Pharmaceuticals: Narcan 1 mg~~	~~$30.00~~

~~Pharmaceuticals: Nitro spray $25.00~~

~~Pharmaceuticals: Oral glucose $10.00~~

~~Pharmaceuticals: Sodium bicarb 50 ml $30.00~~

~~Pharmaceuticals: Thiamine 100 mg $10.00~~

~~Pharmaceuticals: Lorazepam 2 mb $12.45~~

~~Pulse oximetry $27.00~~

~~Suctioning supplies $21.75~~

~~Treatment on-scene, transport refused AMA $50.00~~

~~Unit sterilization/prep $25.00~~

~~Waiting time, unusual, over 30 minutes (per ½ hr) $37.50~~

~~Wound care/bleeding control $20.00~~

~~Wound care: burn sheet $12.50~~

~~Wound care: Kerlix $3.00~~

~~Wound care: sterile 4x4 $1.00~~

~~Wound care: sterile 5x9 ABD pad $1.00~~

~~Wound care: tape 1"—2" $1.50~~

~~Wound care: triangular bandage $2.00~~

ALS 2 AMBULANCE	Unit Price Amount	$1,050.00
14-24 GAUGE CATHETER	Unit Price Amount	$30.00
AIRWAY MAINTENANCE	Unit Price Amount	$100.00
ALCOHOL PREPS	Unit Price Amount	$2.20
ALS EMERGENCY AMBULANCE	Unit Price Amount	$850.00
ALS N-EMERGENCY AMBULANCE	Unit Price Amount	$850.00
ALS SUPPLIES	Unit Price Amount	$165.00

BAG VALVE MASK - ADULT	Unit Price Amount	$50.00
BAG VALVE MASK - CHILD	Unit Price Amount	$45.00
BANDAGES 5X9 / DRESSINGS	Unit Price Amount	$30.00
BETADINE PREP	Unit Price Amount	$2.00
BLEEDING CONTROL PROCEDURE	Unit Price Amount	$100.00
BLS EMERGENCY AMB	Unit Price Amount	$850.00
BLS NON-EMERG (3RD TRIP)	Unit Price Amount	$850.00
BLS NON-EMERGENCY TRANSPORT	Unit Price Amount	$850.00
BLS SUPPLIES	Unit Price Amount	$150.00
CARDIAC 12-LEAD/INTERPRETATION	Unit Price Amount	$100.00
CHEST DECOMPRESSION KIT	Unit Price Amount	$150.00
CHEST DECOMPRESSION PROCEDURE	Unit Price Amount	$150.00
CHEST TUBE MANAGEMENT	Unit Price Amount	$100.00
CLOTH TAPE - 2"	Unit Price Amount	$5.50
CLOTH TAPE 1"	Unit Price Amount	$5.50
COLD PACK / HOT PACK	Unit Price Amount	$45.00
CPAP - CONT AIRWAY PRESS VENT	Unit Price Amount	$150.00
CPAP CIRCUIT	Unit Price Amount	$100.00
CPR	Unit Price Amount	$150.00
DEFIB / CARDIOVERSION	Unit Price Amount	$200.00
DIPHENHYDRAMINE HCL INJ 50 MG	Unit Price Amount	$59.00
DISPOSABLE BLANKET	Unit Price Amount	$15.00
DRUG - ADENOSINE 1 MG	Unit Price Amount	$75.00

DRUG - DILTIAZEM 5MG VIA IV	Unit Price Amount	$75.00
DRUG - DOPAMINE HCL 40MG	Unit Price Amount	$75.00
DRUG - ORAL GLUCOSE	Unit Price Amount	$75.00
DRUG -METHYLPREDNISOLONE 125MG	Unit Price Amount	$75.00
DRUGS - ALBUTEROL 0.083% 3ML	Unit Price Amount	$30.00
DRUGS - ASPIRIN @ 81MG	Unit Price Amount	$4.00
DRUGS - ATROPINE @ 1MG 10ml	Unit Price Amount	$67.00
DRUGS - ATROVENT 0.5MG/2.5ML	Unit Price Amount	$75.00
DRUGS - BENADRYL 50 MG/ML 1ML1	Unit Price Amount	$75.00
DRUGS - DEXTROSE 50% 500ml	Unit Price Amount	$75.00
DRUGS - EPI 0.1 mg injectabl	Unit Price Amount	$75.00
DRUGS - EPI @ 1:10,000 1ml	Unit Price Amount	$75.00
DRUGS - FUROSEMIDE 20 MG	Unit Price Amount	$75.00
DRUGS - GLUCOSE 15G	Unit Price Amount	$75.00
DRUGS IV NORMAL SALINE 250CC	Unit Price Amount	$35.00
DRUGS - LABETALOL 10MG	Unit Price Amount	$75.00
DRUGS - LACTATE RINGERS 1000ML	Unit Price Amount	$75.00
DRUGS - LIDOCAINE 1% 10ML	Unit Price Amount	$75.00
DRUGS - MAGNESUIM SULFATE	Unit Price Amount	$100.00
DRUGS - MIDAZOLAM HCL 1 MG	Unit Price Amount	$75.00
DRUGS - MORPHINE SULFATE 2MG	Unit Price Amount	$75.00
DRUGS - NALOXONE 1 MG	Unit Price Amount	$75.00
DRUGS - Ondansetron HCl 1MG	Unit Price Amount	$75.00

DRUGS - PHENERGAN 25MG	Unit Price Amount	$75.00
DRUGS - SUCCINYLCHOLINE 20MG	Unit Price Amount	$75.00
DRUGS - THIAMINE 100 MG	Unit Price Amount	$39.80
DRUGS- Fentanyl citrate IV	Unit Price Amount	$75.00
DRUGS -NITROGLYCERIN TAB/SPRAY	Unit Price Amount	$35.00
DRUGS-SODIUM BICARB 8.4% 50mEq	Unit Price Amount	$75.00
EKG - ELECTRO PADS DISPOSABLES	Unit Price Amount	$28.00
EKG - PAPER STRIPS DISPOSABLES	Unit Price Amount	$3.00
EKG "UNILEAD" 12 LEAD ELECTROD	Unit Price Amount	$70.00
EMESIS BASIN / BAG	Unit Price Amount	$9.00
ENDTIDAL CO2 MONITOR-DETECTOR	Unit Price Amount	$75.00
ET STYLET - ADULT	Unit Price Amount	$11.00
ET STYLET - CHILD	Unit Price Amount	$11.00
ET TUBE	Unit Price Amount	$28.00
ET TUBE TAMER - ADULT	Unit Price Amount	$3.00
ET TUBE TAMER - CHILD	Unit Price Amount	$3.00
EXTRA ATTENDENT	Unit Price Amount	$75.00
GLOVES DISPOSABLES	Unit Price Amount	$7.00
GLUCOMETER	Unit Price Amount	$40.00
GLUCOSE MISC SUPPPLIES	Unit Price Amount	$29.00
GROUND MILEAGE	Unit Price Amount	$25.00
IMMOBILIZATION - BACKBOARD SPL	Unit Price Amount	$100.00
IMMOBILIZATION - C-COLLAR	Unit Price Amount	$75.00

	Unit Price	
IMMOBILIZATION - HEAD BLOCKS	Amount	$50.00
	Unit Price	
IMMOBILIZATION - SPIDER WEBING	Amount	$25.00
	Unit Price	
IMMOBILIZATION PROCEDURE	Amount	$150.00
	Unit Price	
INTRAOSSEOUS NEEDLE	Amount	$150.00
	Unit Price	
INTUBATION	Amount	$150.00
	Unit Price	
IV - 10 GTTS MACRO SET	Amount	$30.00
	Unit Price	
IV - DRIP SET	Amount	$30.00
	Unit Price	
IV - LACTATED RINGERS 1000ML	Amount	$75.00
	Unit Price	
IV - SALINE FLUSH 10CC	Amount	$15.00
	Unit Price	
IV - START KIT	Amount	$75.00
	Unit Price	
IV - VENIGARD	Amount	$15.00
	Unit Price	
IV - VENIGUARD	Amount	$20.00
	Unit Price	
IV ADMIN SET	Amount	$49.50
	Unit Price	
IV PUMP	Amount	$75.00
	Unit Price	
IV SUPPLIES AND CATHETER	Amount	$175.00
	Unit Price	
KERLEX	Amount	$25.00
	Unit Price	
LEUR LOCK	Amount	$25.00
	Unit Price	
MAC/LARYNGOSCOPE BLADE-ALL SZS	Amount	$25.00
	Unit Price	
Midazolam hydrochloride 1MG	Amount	$75.00
	Unit Price	
NASAL INTUBATION KIT	Amount	$75.00
	Unit Price	
NEBULIZER	Amount	$28.50
	Unit Price	
NEBULIZER MASK	Amount	$40.00
	Unit Price	
NEEDLE 18G - 22G	Amount	$20.00
NON-COVERED MILEAGE	Unit Price	$25.00

	Amount	
	Unit Price	
NON-REBREATHER MASK	Amount	$45.00
	Unit Price	
NON-REBREATHER MASK	Amount	$45.00
	Unit Price	
NPA (NASAL PHARIYNGAL AIRWAY)	Amount	$20.00
	Unit Price	
O2 TUBING	Amount	$8.00
	Unit Price	
ONDANSETRON HYDROCHLO INJ 1MG	Amount	$36.00
	Unit Price	
OPA (ORAL PHARIYNGAL AIRWAY)	Amount	$6.00
	Unit Price	
OXYGEN	Amount	$75.00
	Unit Price	
OXYGEN MASK/NASAL CANNULA	Amount	$50.00
	Unit Price	
PILLOW DISPOSABLES	Amount	$10.00
	Unit Price	
PULSE OXIMETRY	Amount	$30.00
	Unit Price	
RAPID SEQUENCE INDUCTION	Amount	$150.00
	Unit Price	
RATE FLOW EXTENSION SET	Amount	$75.00
	Unit Price	
RETURNED CHECK FEE	Amount	$25.00
	Unit Price	
ROTOR	Amount	$27,500
	Unit Price	
ROTOR MILEAGE	Amount	$250.00
	Unit Price	
SCT	Amount	$2,000.00
	Unit Price	
SHEETS DISPOSABLES	Amount	$16.50
	Unit Price	
SPECIALTY CARE TRANSPORT	Amount	$1,050.00
	Unit Price	
STERILE - 4X4 OR 2 X 2	Amount	$12.10
	Unit Price	
SUCTION - AIRWAY MAINT	Amount	$30.00
	Unit Price	
SUPERGLOTIC AIRWAY	Amount	$150.00
	Unit Price	
SYRINGE 1CC - 10CC	Amount	$15.00
	Unit Price	
TRAUMA CONTROL PROCEDURE	Amount	$150.00

TREATMENT / NO TRANSPORT	Unit Price Amount	$50.00
VACUTAINER HOLDER	Unit Price Amount	$5.50
VACUTAINER LUER ADAPT / NEEDLE	Unit Price Amount	$5.50
VENT - SINGLE USAGE CIRCUIT	Unit Price Amount	$50.00
VENTILATOR AIRWAY MAINTANCE	Unit Price Amount	$100.00
WAITING TIME 1/2 HR INCREMENTS	Unit Price Amount	$50.00
WC MILEAGE	Unit Price Amount	$3.00
WHEELCHAIR BASE	Unit Price Amount	$20.00
	Unit Price Amount	
	Unit Price Amount	
Fixed Wing		$25,000
Fixed Wing Mileage	EMS DEDICATED SPECIAL EVENT Services	$250.00
	Unit Price Amount	
	Unit Price Amount	
MICU Ambulance		$140.00
ALS Ambulance	Unit Price Amount	$125.00
BLS Ambulance	Unit Price Amount	$118.00
EMT-Paramedic	Unit Price Amount	$45.00
EMT-Advanced	Unit Price Amount	$37.50

EMT-Basic	$30.00

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

~~The registrant licensee shall keep t~~True and accurate records of ~~its~~ activities in the City shall be kept as required by local, state, and federal law, ~~and its E.T.J.,~~ including the following:

(1) The number of emergency calls made;

(2) The name of the person requesting emergency service, and the location thereof;

(3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);

(4) The nature of the call; and

(5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant ~~licensee~~, including inspection of all permits, licenses, certificates, records, and equipment of registrant ~~licensees~~ to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, for emergency ambulance service for such period of time as it deems necessary to a qualified registrant ~~licensee~~ upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated ~~911~~ Pprovider

shall respond to ~~911~~ emergency calls. ~~The City also reserves the right to render emergency ambulance service with its own equipment and personnel.~~

~~SEC. 50-100. SUBSIDY BY CITY TO LICENSEE.~~

~~In the event the City enters into an exclusive contract for emergency ambulance service, the City may pay a subsidy to the ambulance service provider as part of such contract.~~

SEC. 50-100~~1~~. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant ~~licensee~~, as a condition of the issuance of a registration ~~license~~ under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's ~~licensee's~~ operation. The registrant ~~licensee~~ shall indemnify and hold harmless the City, its officers, ~~agents~~agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's ~~licensee's~~ operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.

B. Solicit on the streets of the City the business of transporting injured or sick persons.

C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.

D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.

E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.

F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.

G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment

standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.

H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law. ~~What about ETJ??~~

I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.

J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.

K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

(1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.

(2) Any person, company, ~~registrant~~registrant, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred ($500.00) dollars.

(3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.

(4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.

(5) This section shall not serve to limit any other remedies available to the City in law or equity.

~~(5)~~(6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

~~Any person, company, registrant licensee or emergency service provider who knowingly violates any provision of this chapter may be fined no more than $1,000 per violation or have its license registration canceled by the City Manager on recommendation of the Fire EMS Chief or his or her designee. In addition to the above, the City may enforce this chapter through injunctive relief and any other relief in a court of competent jurisdiction.registrant~~

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants ~~Licensees~~ shall file a monthly written report to the EMS ~~Fire~~ Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL OF CONFLICTING ORDINANCE

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 21: SEVERABILITY

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

SECTION 22: PUBLICATION; EFFECTIVE DATE

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.~~The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect upon its passage.on May 5, 2021.~~

~~PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 20____.~~

~~CITY OF PHARR, TEXAS~~

~~Ambrosio Hernandez~~
~~MAYOR~~

~~ATTEST:~~

~~_____~~

~~HILDA PEDRAZA, CITY CLERK~~

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

IMELDA BARRERA, ASST. 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 _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

IMELDA BARRERA, ASST. 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 _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: September 1, 2021
MEETING DATE: September 7, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and approval of an Ordinance authorizing the issuance of City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2021, approving an official statement, authorizing the execution of a purchase contract, and making provisions for the security thereof, delegating authority to certain city officials to approve all final terms of the bonds, and authorizing amendment to the City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject; and declaring an effective date. ***(1st and Final Reading)***

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

Issue: This ordinace is needed to issue Revenue Bonds for Bridge DAP 15 & 16 Projects

Fiscal Consideration: $19,000,000-$20,000,000

Staff Recommendation: To approve

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 9/1/2021
Karla Saavedra	Approved - 9/1/2021
Karla Saavedra	Approved - 9/1/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE OF CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021, APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT, AND MAKING PROVISIONS FOR THE SECURITY THEREOF, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO APPROVE ALL FINAL TERMS OF THE BONDS, AND AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the following International Toll Bridge System Revenue Bonds of the City of Pharr (the "Issuer" or "City") are presently outstanding:

> City of Pharr, Texas Combination Tax and International Bridge Revenue Refunding Bonds, Series 2015A, dated September 1, 2015, maturities August 15, 2021 through August 15, 2022, now outstanding in the aggregate principal amount of $705,000 (the "Series 2015A Bonds"); and

WHEREAS, the Bonds hereinafter authorized for improvements are designated to be issued and delivered as Additional Bonds pursuant to Chapter 367, Texas Transportation Code, for the acquisition, purchase, construction, improvement, enlargement and equipment of the City's International Toll Bridge System; and

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code, being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, the City Commission hereby finds and determines that it is in the best interests of the City to issue the Bonds hereinafter authorized, for the purposes stated, and to delegate to the Designated Officer (hereinafter designated) the authority to act on behalf of the City in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Designated Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, said meeting was open to the public and published notice of such meeting of the time, place and purpose was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. AMOUNT AND PURPOSE OF THE BONDS; DELEGATION OF AUTHORITY TO CERTAIN CITY OFFICIALS.

(a) Authorization to Issue Toll Bridge System Revenue Bonds. International toll bridge system revenue bonds of the City are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the City Manager (the "Designated Officer") pursuant to the provisions of Section 1(b) of this Ordinance **TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL BRIDGE, AND RELATED BUILDINGS, STRUCTURES, AND OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE**.

(b) Delegation of Final Terms. As authorized by Section 1371.053, Texas Government Code, as amended, the Designated Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation procuring municipal bond insurance (if it is determined that such insurance would be financially desirable and advantageous), and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $25,000,000;

(ii) the final maturity of the Bonds shall not exceed August 15, 2051;

(iii) the maximum interest rate on the Bonds shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code;

(iv) the true interest cost of the Bonds shall not exceed 5.00%; and

(v) the delegation made hereby shall expire if not exercised by the Designated Officer prior to March 6, 2022.

(c) In establishing the aggregate principal amount of the Bonds, the Designated Officer shall establish an amount not exceeding the amount authorized in Subsection (b) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Commission hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by a Designated Officer

pursuant to such delegated authority will be, in the City's best interests, and each Designated Officer is hereby authorized to make an appropriate finding to that effect.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in annual installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial and annual maturities, and in the denomination or denominations of $5,000 or any integral multiple of $5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Ordinance shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND. (a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated as of the date determined by a Designated Officer and set forth in Exhibit A, and payable on the dates and in the principal amounts determined by a Designated Officer and set forth in Exhibit A, with Bonds issued and delivered in substitution for the Initial Bond being in the denomination of $5,000 or any integral multiple thereof, being numbered consecutively from R-1 upward, and being payable to the initial registered owner designated in Section 34 hereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (the "Registered Owner").

(b) The Initial Bond (i) may be assigned and transferred, (ii) may be converted and exchanged for other Bonds, (iii) shall have the characteristics, and (iv) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 4. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF INITIAL BOND set forth in this Ordinance to their respective dates of maturity at the rates per annum determined by a Designated Officer as set forth in Exhibit A attached hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

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FORM OF INITIAL BOND

NO. T-1 **$_____**

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS
INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS,
SERIES 2021

The CITY OF PHARR, in HIDALGO COUNTY, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

_____

or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

_____

in annual installments of principal due and payable on _____ in each of the years, and in the respective principal amounts, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT

and to pay interest, from _____, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

YEAR	INTEREST RATE	YEAR	INTEREST RATE

with said interest being payable on _____, and semiannually on each February 15 and August 15 thereafter while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through _____ which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the

risk and expense of, the registered owner. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of **$_____ TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL BRIDGE AND RELATED BUILDINGS, STRUCTURES, AND OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE**.

ON _____, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of $5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of $5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Ordinance, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND ORDINANCE, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that the interest on and principal of this Bond and Series of Bonds which it is part, together with other outstanding revenue bonds, constitutes special obligations of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", including Net Revenues of the Issuer's International Toll Bridge System.

THE ISSUER has reserved the right, subject to the restrictions stated, and adopted by reference, in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds which also may be made payable from, and secured by a first lien on and pledge of, the aforesaid Pledged Revenues.

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Bond, and has caused this Bond to be dated October 1, 2021.

City Secretary	Mayor

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE BONDS. (a) Registration and Transfer. The Issuer shall keep or cause to be kept at the designated office of a paying agent to be approved by the Designated Officer (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which

the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal balance or

principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, in the denomination of $5,000, or any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed a certificate, in the form substantially as follows:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____ Paying Agent/Registrar

By: _____
Authorized Representative

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1207, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) <u>In General</u>. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Ordinance.

(f) <u>Payment of Fees and Charges</u>. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due,

and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Ordinance.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/ Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on, as the case may be, the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, as the case may be, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Ordinance, or their respective

attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on, or as the case may be, the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest, as the case may be, pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, or as the case may be, such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF SUBSTITUTE BOND

NO. R-__ **PRINCIPAL AMOUNT**

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS
INTERNATIONAL TOLL BRIDGE SYSTEM
REVENUE BONDS, SERIES 2021

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP NO.
		_____	

ON THE MATURITY DATE specified above THE CITY OF PHARR, in HIDALGO COUNTY, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

_____,

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____

and to pay interest thereon from the Delivery Date to the maturity date specified above, at the interest rate per annum specified above; with interest being payable on _____ and semiannually thereafter on each February 15 and August 15, except that if the date of authentication of this Bond is later than _____, 20__, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____ which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and the risk and expense of, the registered owner. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner

of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____ TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL TOLL BRIDGE AND RELATED BUILDINGS, STRUCTURES, OR OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE**.

ON _____, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF $5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to

the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that the interest on and principal of this Bond and Series of Bonds which it is part, together with other outstanding revenue bonds, constitutes special obligations of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", including Net Revenues of the Issuer's International Toll Bridge System.

THE ISSUER has reserved the right, subject to the restrictions stated, and adopted by reference, in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds which also may be made payable from, and secured by a first lien on and pledge of, the aforesaid Pledged Revenues.

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms

and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

City Secretary	Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____ Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

_____

(Assignee's Social Security or Tax Payer Identification Number)	(Print or type Assignee's Name and Address Including Zip Code)

and hereby irrevocably constitutes and appoints

Attorney, to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated _____

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Bond in every particular without alteration or enlargement or any change whatsoever.

Section 8. DEFINITIONS. As used in this Ordinance the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "City" or "Issuer" shall mean the City of Pharr, in Hidalgo County, Texas.

The term "Bonds" shall mean the City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2021.

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized by this Ordinance.

The term "International Toll Bridge System" or "System" shall mean and include the International Toll Bridge System consisting of -

(a) the portion of the Pharr-Reynosa International Bridge which has been acquired, purchased, constructed, improved, enlarged and equipped; together with all related buildings, structures, and other facilities for any public purpose and appurtenances hereafter acquired by the Issuer in connection with the ownership and operation of the aforesaid Bridge spans the Rio Grande River between a point within the City of Pharr and a point opposite thereof in the vicinity of the City of Reynosa, State of Tamaulipas, Republic of Mexico, which is owned by the Issuer, being that a portion of said bridge that is situated within the territorial limits of the United States;

(b) any other revenue producing properties, buildings, structures, activities, operations, or facilities hereafter acquired, purchased, or constructed by the Issuer with the proceeds of Additional Bonds;

(c) all improvements, enlargements, extensions, and additions to all of the foregoing, and all replacements thereof; and

(d) such other International Toll Bridges that may be financed through the State of Texas or the United States of America by which title to such International Toll Bridges may remain in the State of Texas.

The term "Gross Revenues of the System" shall mean all of the revenues, income, tolls, rentals, rates, fees and charges of every nature derived by the Issuer from the operation of the System, including, without limitation, all tolls collected from pedestrians and vehicular traffic using the

facilities of the System for passage from the United States of America to the Republic of Mexico, and all rentals or income collected from any land, buildings, structures, and facilities of the System, excluding any rentals from leases which may be executed in the future wherein the lease consideration is pledged or otherwise utilized to finance the construction and improvements of buildings or facilities for lessee-tenants of the Issuer, but only for such time and to such extent in each case as the rentals received in the lease and any extension or renewal thereof are required to be deposited in a separate Interest and Sinking Fund and/or Reserve Fund in order to meet the Issuer's obligations for principal and interest and other payments in connection with bonds or other instruments of indebtedness issued to finance the improvements which is the subject of the lease.

The term "Current Expenses of the System" shall mean all necessary current operating expenses and maintenance expenses and charges, including the expenses of reasonable upkeep and repairs, premiums, and charges for insurance, and all other current expenses and charges incident to the operation and maintenance of the System actually incurred by the Issuer, but shall exclude depreciation.

The term "Net Revenues of the System" shall mean the Gross Revenues of the System less the Current Expenses of the System.

The term "Pledged Revenues" shall mean the Net Revenues of the System and any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or the Additional Bonds.

The term "Series 2021 Bonds" shall mean the Bonds authorized by this Ordinance.

The term "year" shall mean the fiscal year.

Section 9. PLEDGE. (a) The Series 2021 Bonds are "Additional Bonds" as permitted by Sections 24 and 25 of the Ordinances authorizing the issuance of the Outstanding Bonds, and it is hereby determined, declared, and resolved that all of the Bonds are and shall be secured and payable equally and ratably on a parity, and that Sections 9 through 27 of this Ordinance are supplemental to and cumulative of Sections 9 through 27 of the Ordinances authorizing the issuance of the Outstanding Bonds.

(b) That the Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues.

Section 10. REVENUE FUND. There has been created and established and there shall be maintained on the books of the Issuer a separate fund to be entitled the "City of Pharr, Texas International Toll Bridge System Revenue Bonds Revenue Fund (the "Revenue Fund"). Moneys in said Fund shall be maintained at an official depository of the Issuer. All Pledged Revenues shall be credited to the Revenue Fund immediately upon receipt. The Current Expenses of the System actually incurred by the Issuer shall be paid from the Revenue Fund as a first charge thereon.

Section 11. DEPOSITS OF REVENUES. The Net Revenues of the System in the Revenue Fund shall be deposited into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund when and as required by this Ordinance.

Section 12. INTEREST AND REDEMPTION FUND. For the sole purpose of paying the principal of and interest on all outstanding Bonds and any Additional Bonds, as the same come due, there has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the "City of Pharr, Texas International Toll Bridge System Revenue Bonds Interest and Redemption Fund" (the "Interest and Redemption Fund"). Moneys in said Fund shall be maintained at the official depository of the Issuer.

Section 13. RESERVE FUND. There has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the "City of Pharr, Texas International Toll Bridge System Revenue Bonds Reserve Fund" (the "Reserve Fund"). Moneys in said Fund shall be maintained at the official depository of the Issuer. The Reserve Fund shall be used solely for the purpose of finally retiring the last of the outstanding Bonds and Additional Bonds, or for paying principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Redemption Fund is insufficient for such purpose.

Section 14. CONTINGENCY FUND. There has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the "City of Pharr, Texas International Toll Bridge System Revenue Bonds Contingency Fund" (the "Contingency Fund"). Moneys in said Fund shall be maintained at the official depository of the Issuer. The Contingency Fund shall be use solely for the purpose of paying the cost of additions and improvements to the System for which System funds are not otherwise available, or for paying unexpected or extraordinary expenses of operation and maintenance of the System for which System funds are not otherwise available, or for paying principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Redemption Fund and the Reserve Fund are insufficient for such purpose.

Section 15. INVESTMENTS. Money in any fund maintained pursuant to this Ordinance may, at the option of the Issuer, be placed in time deposits or certificates of deposit secured by obligations of the type hereinafter described, or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in obligations of instrumentalities of the United States of America, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the 15th day of January and of July of each year. Interest and income derived from such deposits and investments shall be credited to the fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 16. FUNDS SECURED. Money in all funds maintained pursuant to this Ordinance, to the extent not invested, shall be secured in the manner by law for securing funds of the Issuer, in principal amounts at all times not less than the amounts of money credited to such funds, respectively.

Section 17. DEBT SERVICE REQUIREMENTS. (a) Immediately after the delivery of the Bonds, the Issuer shall deposit any accrued interest received as proceeds from the sale and delivery of the Bonds to the credit of the Interest and Redemption Fund.

(b) The Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund the amounts, at the times as follows:

(1) Such amounts, deposited in approximately equal monthly installments on or before the 15th day of August, 2021, and on or before the 15th day of each month thereafter, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the next succeeding interest payment date; and

(2) Such amounts, deposited in approximately equal monthly installments on or before the 15th day of August, 2021, and on or before the 15th day of each month thereafter, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the principal scheduled to mature and come due on the next succeeding interest payment date, (whether by maturity or earlier mandatory sinking fund redemption).

Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 18. RESERVE FUND REQUIREMENTS. [On the date of the delivery of the Bonds, the "Required Amount" (equal to the average annual principal and interest requirements on all of the outstanding Bonds) to be on deposit in the Reserve Fund shall be $_____. The Issuer currently has on deposit in the Reserve Fund $_____, which amount is $_____ less than the Required Amount. In order to accumulate the amount in the Reserve Fund equal to the Required Amount, the Issuer shall deposit $_____ from the proceeds of the Bonds into the Reserve Fund at the time of delivery of the Bonds.] When and so long as the money and investments in the Reserve Fund are not less in market value than the required amount equal to the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, no deposits need be made to the credit of the Reserve Fund; when and if the Reserve Fund at any time contains less than said Required Amount in market value, then, subject and subordinate to making the required deposits to the credit of the Interest and Redemption Fund, the Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Reserve Fund, on or before the 15th day of each month, a sum equal to 1/60th of the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, Required Amount, until the Reserve Fund is restored to said required amount. So long as the Reserve Fund contains said required amount, any surplus in the Reserve Fund over said required amount may be withdrawn and used for any lawful purpose; provided, however, to the extent that such surplus amount represents Bond proceeds, then such amount must be transferred to the Interest and Sinking Fund.

Section 19. CONTINGENCY FUND REQUIREMENTS. It is hereby determined and declared that the amount of $500,000 is now on deposit to the credit of the Contingency Fund. No additional deposits are required to be made to the credit of the Contingency Fund unless and until such amount therein is reduced or depleted. If and when such amount in the Contingency Fund is reduced or depleted then such reduction or depletion shall be restored, and, subject and subordinate to making the required deposits to the credit of the Interest and Redemption Fund and the Reserve Fund, the Issuer shall transfer from Pledged Revenues and deposit to the credit of the Contingency Fund, on or before the 15th day of each month, a sum equal to 5% of the Gross Revenues of the System during the previous month, until such reduction or depletion is restored. So long as the Contingency Fund contains money and investments not less than the amount of $500,000 in market value, any surplus in the Contingency Fund over said amount may be withdrawn and used for any lawful purpose.

Section 20. DEFICIENCIES. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other source available for such purpose.

Section 21. SURPLUS REVENUES. Subject to making the required deposits to the credit of the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, when as required by this Ordinance, or any ordinance authorizing the issuance of Additional Bonds, any surplus Pledged Revenues may be used for any other lawful purpose, including payment to the State of Texas, or its agency, or authority or department, and to the United States of America or any of its departments, pursuant to an agreement authorized by the Issuer, such amount as required to pay for the funds contributed by such parties for the construction of Bridge No. IV, or any other International Toll Bridges as permitted in Section 8(g) hereof.

Section 22. PAYMENT OF BONDS. The Issuer shall make available to the Paying Agent/Registrar therefor, out of the Interest and Redemption Fund, the Reserve Fund, and/or the Contingency Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds as will accrue or mature on February 15 or August 15 immediately following. The Paying Agent/Registrar shall cancel and deliver to the Finance Director, or shall totally destroy, all paid Bonds and Additional Bonds, and furnish the Issuer with an appropriate certificate of cancellation or destruction.

Section 23. FINAL DEPOSITS. At such time as the aggregate amount of money and investments in the Interest and Redemption Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds and Additional Bonds, plus (2) the aggregate amount of all unpaid (unmatured and matured) outstanding interest due on such Bonds and Additional Bonds, no further deposits need be made into the Interest and Redemption Fund, the Reserve Fund, or the Contingency Fund. In determining the amount of such Bonds and Additional Bonds, and interest due thereon at any time, there shall be subtracted and excluded the amount of any such Bonds and Additional Bonds, and interest due thereon, which shall have been duly called for redemption and for which funds shall have been deposited with the Paying Agent/Registrar therefor sufficient for such redemption.

Section 24. ADDITIONAL BONDS. (a) The Issuer shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in any amounts, for any lawful purpose, including the refunding of any Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Ordinance, shall be secured by and

made payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, from an irrevocable first lien on and pledge of the Pledged Revenues.

(b) The Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund established by this Ordinance shall be secured and be used to pay all Additional Bonds as well as the Bonds. However, each ordinance under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Bonds to be deposited to the credit of the Interest and Redemption Fund, the Issuer shall deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same come due; and that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased (if and to the extent necessary) to an amount not less than the average annual principal and interest requirements of all Bonds and Additional Bonds which will be outstanding after the issuance and delivery of the then proposed Additional Bonds; and that the required additional amount shall be so accumulated by the deposit in the Reserve Fund of all or any part of said required additional amount in cash immediately after the delivery of the then proposed Additional Bonds, or, at the option of the Issuer, by the deposit of said required additional amount (or any balance of said required additional amount not deposited in cash as permitted above) in monthly installments, made on or before the 15th of each month following the passage of the ordinance authorizing the issuance of the then proposed Additional Bonds, of not less than 1/60th of said required additional amount (or 1/60th of the balance of said required additional amount not deposited in cash as permitted above).

(c) All calculations of average annual principal and interest requirements made pursuant to this Section shall be made as of and from the date of the Additional Bonds then proposed to be issued.

(d) The principal of all Additional Bonds must be scheduled to be paid or mature on October 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on October 1 and April 1.

Section 25. FURTHER REQUIREMENTS FOR ADDITIONAL BONDS. Additional Bonds shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series, or issues of Additional Bonds shall be issued or delivered unless:

(a) The Mayor and the City Secretary of the Issuer sign a written certificate to the effect that the Issuer is not in default as to any covenant, condition, or obligation in connection with all outstanding Bonds and Additional Bonds, and the ordinances authorizing same, and that the Interest and Redemption Fund and the Reserve Fund each contains the amount then required to be therein.

(b) An independent certified public accountant, or independent firm of certified public accountants, signs a written certificate to the effect that, during either the next preceding year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the then proposed Additional Bonds, the Pledged Revenues were at least equal to 1.40 times the average annual principal and interest requirements of all Bonds and Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

Section 26. GENERAL COVENANTS. The Issuer further covenants and agrees that:

(a) PERFORMANCE. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and each ordinance authorizing the issuance of Additional Bonds, and in each and every Bonds and Additional Bonds; that it will promptly pay or cause to be paid the principal of and interest on every Bond and Additional Bonds, on the dates and in the places and manner prescribed in such ordinances and Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund; and any holder of the Bonds or Additional Bonds may require the Issuer, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Ordinance or any ordinance authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its officials, and employees.

(b) ISSUER'S LEGAL AUTHORITY. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) TITLE. It has and will obtain lawful title to the lands, buildings, structures, and facilities constituting the System, save and except the proposed Bridge No. 4 in accordance with the agreement to be approved by the Issuer with the State of Texas or its authority, agency or department or the United States of America or any other International Toll Bridge as permitted in Section 8(f) hereof, that the Issuer warrants that it will defend, the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) LIENS. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanics, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) OPERATION OF SYSTEM. While the Bonds or any Additional Bonds are outstanding and unpaid it will cause the System to be continuously and efficiently operated and maintained in good condition, repair, and working order, and at a reasonable cost.

(f) FURTHER ENCUMBRANCE. While the Bonds or any Additional Bonds are outstanding and unpaid, the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this

Ordinance; but the right of the Issuer to issue revenue bonds or to incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) SALE OR DISPOSAL OF PROPERTY. While the Bonds or any Additional Bonds, are outstanding and unpaid, the Issuer shall not sell, convey, mortgage, encumber, or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the Issuer deems it necessary to dispose of any machinery, fixtures, or equipment, it may sell or otherwise dispose of such machinery, fixtures, or equipment when it has made arrangements to replace the same or provide substitutes therefor;

(h) INSURANCE. (1) It will cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the Issuer gives a written opinion to the effect that the Issuer is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Issuer shall not be required to carry insurance on the works being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Bondholders and their representatives at all reasonable times.

(2) Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damage or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each series or issues of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds; provided that if on any such occasion the principal of any such series or issues is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(ii) if none of the outstanding Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any such Bonds or Additional Bonds shall not exceed the redemption price of such Bonds or Additional Bonds on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Issuer, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the Issuer has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) RATE COVENANT. It will fix, establish, maintain, and collect such tolls, rentals, rates, charges, and fees for the use and availability of the System at all times as are necessary to produce Gross Revenues of the System sufficient to pay all Current Expenses of the System and to provide money sufficient, together with any other Pledged Revenues, to make all payments and deposits when and as required to be made into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund by the ordinances authorizing the Bonds and any Additional Bonds, to pay the principal and interest on the Bonds and any Additional Bonds, with such revenues being at least equal annually to 1.40 times the annual amount of principal and interest of all Bonds to be payable that fiscal year, and in making such calculations to include any applicable mandatory redemption requirements for the Bonds, and to satisfy such other obligations as the Issuer may have in connection with the System, including those obligations that may be entered into pursuant to Section 8(g) hereof.

(j) RECORDS. Proper books of record and account shall be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(k) AUDITS. That after the close of each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of the books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant or an independent firm of certified public accountants. As soon as practicable after the close of each such year, and when said audit has been completed and made available to the Issuer, a copy of such audit for the preceding year shall be mailed to any bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(l) GOVERNMENTAL AGENCIES. That it will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(m) NO COMPETITION. The Issuer covenants that it will not grant any franchise or permit for the acquisition, construction, or operation of any competing bridge over, or tunnel under, the Rio Grande River, or any other facilities which might be used as a substitute for the System's bridges, and, to the extent that it legally may, the Issuer will prohibit any such competing facilities.

Section 27. AMENDMENT OF ORDINANCE. (a) The holders of Bonds and Additional Bonds aggregating in principal amount two-thirds of the aggregate principal amount of then outstanding Bonds and Additional Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the Issuer, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds or Additional Bonds so as to:

(1) Make any change in the maturity of the outstanding Bonds or Additional Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds or Additional Bonds;

(3) Reduce the amount of the principal payable on the outstanding Bonds or Additional Bonds;

(4) Modify the terms of payment of principal of or interest on the outstanding Bonds or Additional Bonds, or impose any conditions with respect to such payment;

(5) Affect the rights of the holders of less than all of the Bonds and Additional Bonds then outstanding;

(6) Change the minimum percentage of the principal amount of Bonds and Additional Bonds necessary for consent to such amendment.

(b) If at any time the Issuer shall desire to amend the Ordinance under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, or in the City of Austin, Texas, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Bonds and Additional Bonds. Such publication is not required, however, if notice in writing is given to each holder of Bonds and Additional Bonds.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the Issuer shall receive an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of all Bonds and Additional Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Issuer may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties, and obligations under this Ordinance, and all the holders of then outstanding Bonds and Additional Bonds and all future Additional Bonds shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of Bonds or Additional Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bonds or Additional Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar, but such revocation shall not be effective if the holders of two-thirds aggregate principal amount of the then outstanding Bonds and Additional Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of Bonds or Additional Bonds by any bondholder and the amount and numbers of such Bonds and Additional Bonds, and the date of their holding same, may be proved by the affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Bonds or Additional Bonds described in such certificate. The Issuer may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuer.

Section 28. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bonds, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bonds so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bonds shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bonds, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bonds with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section 28 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in Section 6(d) of this Ordinance for bonds issued in conversion and exchange for other bonds.

Section 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 29(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 29(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had

not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 31. COVENANTS REGARDING TAX EXEMPTION. The Issuer covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of the Bonds as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance, or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in Subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of thirty days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

In order to facilitate compliance with the above covenant (h), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not

be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

Section 32. DISPOSITION OF PROJECT; ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT; WRITTEN PROCEDURES. (a) The Issuer covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(b) The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(c) Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Commission hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

Section 33. CONTINUING DISCLOSURE.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system being established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2021, financial information and operating

data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of holders;

3. Redemption calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 29 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 34. SALE OF INITIAL BOND. The Bonds shall be sold and delivered subject to the provisions of Section 1 and pursuant to the terms and provisions of a bond purchase contract (the "Purchase Agreement") which the Designated Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

Section 35. APPROVAL OF OFFICIAL STATEMENT. The City hereby authorizes the Mayor and the City Manager to approve the form and content of an Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and to approve the distribution of the Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The preparation, distribution and use of a Preliminary Official Statement for the Bonds is also hereby approved.

Section 36. INTEREST EARNINGS ON BOND PROCEEDS. That earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds, as described in Section 1 hereof; provided that after completion of such project, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Redemption Fund. It is further provided, however, that interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 31 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purpose of this Section.

Section 37. INSURANCE. On the date of delivery of the Bonds, the City may obtain from the insurer approved by a Designated Officer and identified in Exhibit A attached hereto (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, for so long as said policy is in effect, the ordinance requirements of the Insurer, as a condition to the issuance of said policy, to be attached hereto as Exhibit E, are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Bonds to purchase such policy.

Section 38. FURTHER PROCEDURES. The Mayor, City Manager, City Secretary, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of the Bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 39. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 40. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Bonds for the purposes authorized herein.

Section 41. NO ACCELERATION OF PAYMENT. A Bondholder shall never have the right to acceleration of payment of the Bonds.

Section 42. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

APPROVED THIS THE _____ DAY OF _____, 2021.

_____
Mayor

ATTEST:

_____
Assistant City Clerk

EXHIBIT A

FORM OF APPROVAL CERTIFICATE

CERTIFICATE APPROVING THE FINAL TERMS OF THE BONDS

I, the City Manager of the **CITY OF PHARR, TEXAS** (the "***City***"), pursuant to authority granted by the provisions of Section 1371.053, Texas Government Code, as amended, and by the City Commission of the City in Section 1(b) of an ordinance approved by the City Commission on _____, 2021, relating to the issuance of the Bonds defined below (the "***Ordinance***"), hereby certify as follows:

1. **GENERAL**. This Certificate is given in connection with the issuance by the City of the **CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021** (the "***Bonds***") which, pursuant to the Ordinance, have been authorized by the City Commission.

2. **DEFINITIONS**. All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT**. The Bonds shall be dated _____, 2021, and shall be issued in the aggregate principal amount of ***$***_____.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES**. The Bonds shall (i) mature on August 15 in each of the years and in the respective principal amounts, and (ii) bear interest from August 15, 2021, to their respective date of maturity at the respective interest rates, all as set forth below:

CITY OF PHARR, TEXAS
INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021

MATURITY DATE (8/15)	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	MATURITY DATE (10/1)	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)

5. **INTEREST ON BONDS**. As provided in Section 4 of the Ordinance and in the FORM OF BONDS contained in Section 5 of the Ordinance, interest on the Bonds shall be payable on each February 15 and August 15, commencing on _____, until stated maturity or redemption.

6. **OPTIONAL REDEMPTION**. The Bonds maturing on and after August 15, 20__, may be redeemed prior to their scheduled maturities, at the option of the City on August 15, 20__, or on

any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.

7. **Initial Purchaser and Purchase Price**. The Bonds shall be sold to _____ as the initial purchaser thereof pursuant to a negotiated underwriting and shall be purchased at a price equal to ***$***_____ (which amount is equal to par, [plus][less] a net original issue [premium][discount] on the Bonds of ***$***_____, less Underwriters' discount of ***$***_____), and no accrued interest. The Initial Bond shall be registered in the name of **_____.**

8. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE**. In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Bonds as set forth in this Certificate are in the City's best interests.

[The remainder of this page intentionally left blank]

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's chief financial officer (the "Responsible Person"), which currently is the City's Finance Director, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Bonds (the "Issue Date"), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Bonds are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 33 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement and Tables referred to) below:

Tables 1 through 7 and Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

PURCHASE CONTRACT

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT AS IT APPEARS ELSEWHERE IN THIS TRANSCRIPT.

[**EXHIBIT E**

INSURANCE COMMITMENT]

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2022-2023.

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

Issue: The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before October 15, 2021.

Attached is important information and dates to keep in mind for the 2022-2023 election process.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the Board of Commissioners to submit the name(s) of the nominee(s) on the attached Resolution.

Alternatives: N/A

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

ROUTING:

Imelda Barrera	Created/Initiated - 8/24/2021
Karla Saavedra	Approved - 9/3/2021

Patricia Rigney
City Management Office

Approved - 9/3/2021
New - 1/1/1900

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
Albert D. Cardenas Vice-Chairman
Amador Requenez Secretary
Eddy Betancourt Member
Joe D. Olivarez Member
Pablo "Paul" Villarreal, Jr. Member

RECEIVED
AT 1:20 O'CLOCK AM/PM
AUG 17 2021
CITY MANAGER'S OFFICE
BY:

August 15, 2021

City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Re: Election of Board of Directors 2022-2023

Dear City Manager:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2022-2023 election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

Imelda
Put on
next
CC Agenda

REC'D AR

AUG 17 2021
CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS

Before **December 31, 2021**, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: je

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

Hidalgo County Appraisal District
Timeline Election of Board of Directors
2022 - 2023

August 2021 **But before October 1, 2021**	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2022-2023 election for the Board of Directors for the Appraisal District.
Before October 15, 2021	The Presiding Officer of the unit submits the name(s) of the nominee(s) by written resolution to the Chief Appraiser.
Before October 30, 2021	The Chief Appraiser prepares the ballot, listing the candidates in order by surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2021	Each voting unit cast its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2021	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

2022-2023
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2020 Tax Levied	2020 Total Levy	2020 Percent	Votes	2022-2023 Directorships	2022-2023 Official Votes
Entity						
Hidalgo County	$ 220,338,129	$ 911,952,107	24.161%	242	5	1210
Cities						
Alamo	$ 4,052,229	$ 911,952,107	0.444%	4	5	20
Alton	$ 2,266,126	$ 911,952,107	0.248%	2	5	10
Donna	$ 5,591,745	$ 911,952,107	0.613%	6	5	30
Edcouch	$ 571,220	$ 911,952,107	0.063%	1	5	5
Edinburg	$ 34,033,591	$ 911,952,107	3.732%	37	5	185
Elsa	$ 1,628,015	$ 911,952,107	0.179%	2	5	10
Granjeno	$ 21,952	$ 911,952,107	0.002%	1	5	5
Hidalgo	$ 2,384,287	$ 911,952,107	0.261%	3	5	15
La Joya	$ 957,155	$ 911,952,107	0.105%	1	5	5
La Villa	$ 568,646	$ 911,952,107	0.062%	1	5	5
McAllen	$ 50,905,212	$ 911,952,107	5.582%	56	5	280
Mercedes	$ 4,993,189	$ 911,952,107	0.548%	5	5	25
Mission	$ 24,033,922	$ 911,952,107	2.635%	26	5	130
Palmview	$ 2,788,816	$ 911,952,107	0.306%	3	5	15
Penitas	$ 1,342,062	$ 911,952,107	0.147%	1	5	5
Progreso	$ 831,009	$ 911,952,107	0.091%	1	5	5
Pharr	$ 23,908,466	$ 911,952,107	2.622%	26	5	130
San Juan	$ 8,178,632	$ 911,952,107	0.897%	9	5	45
Sullivan City	$ 536,134	$ 911,952,107	0.059%	1	5	5
Weslaco	$ 13,534,312	$ 911,952,107	1.484%	15	5	75
Schools						
Donna	$ 18,502,671	$ 911,952,107	2.029%	20	5	100
Edcouch-Elsa	$ 4,776,664	$ 911,952,107	0.524%	5	5	25
Edinburg	$ 82,255,219	$ 911,952,107	9.020%	90	5	450
Hidalgo	$ 7,362,355	$ 911,952,107	0.807%	8	5	40
La Joya	$ 35,077,606	$ 911,952,107	3.846%	38	5	190
La Villa	$ 1,673,868	$ 911,952,107	0.184%	2	5	10
Lyford	$ 122,079	$ 911,952,107	0.013%	1	5	5
McAllen	$ 88,388,374	$ 911,952,107	9.692%	97	5	485
Mercedes	$ 8,293,942	$ 911,952,107	0.909%	9	5	45
Mission	$ 28,040,951	$ 911,952,107	3.075%	31	5	155
Monte Alto	$ 1,775,228	$ 911,952,107	0.195%	2	5	10
PSJA	$ 63,835,097	$ 911,952,107	7.000%	70	5	350
Progreso	$ 2,406,438	$ 911,952,107	0.264%	3	5	15
Sharyland	$ 44,000,759	$ 911,952,107	4.825%	48	5	240
So Tx College	$ 66,982,283	$ 911,952,107	7.345%	73	5	365
South Texas ISD	$ 19,815,889	$ 911,952,107	2.173%	22	5	110
Valley View	$ 9,507,799	$ 911,952,107	1.043%	10	5	50
Weslaco	$ 25,670,034	$ 911,952,107	2.815%	28	5	140
Grand Total	**$ 911,952,107**		**100.000%**	**1000**		**5000**

RESOLUTION NO. R-2021- ___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2022-2023 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Board of Commissioners of the City of Pharr is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1**,** 2022 and that all taxing entitles associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Board of Commissioners of the City of Pharr must submit the name of the nominee by written resolution to the Chief Appraiser by October 15, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the name of:

_____

is hereby nominated by the City of Pharr to the Hidalgo County Appraisal District Board of Directors.

FURTHER, the City of Pharr directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this the 7th day of September, 2021.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Barrera, Assistant City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item:
Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members and two (2) alternate members to the Planning and Zoning Commission.

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

Issue:
Consideration and action, if any, on Resolution appointing/reappointing two (2) regular and two (2) alternate members to the Planning and Zoning Commission.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends reappointment of Danny Wylie (regular member) , Luis Madrigal (regular member) and appointment of two (2) new alternates.

Alternatives: n/a

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

ROUTING:

Carolina Herrera	Created/Initiated - 9/3/2021
Roland Gomez	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

STATE OF TEXAS §
§ **RESOLUTION NO. R-2021-___**
CITY OF PHARR §

WHEREAS, there is hereby a City Planning and Zoning Commission which shall function by making plans and acting as a Zoning Commission being composed of seven (7) members and four (4) alternates to be appointed by the Board of Commissioners, and

WHEREAS, the terms of Danny Wylie, regular member; Luis Madrigal, regular member; Porfirio Rodriguez, alternate member; and Ray Sanchez, alternate member expires September 15, 2021; and

WHEREAS, appointment/re-appointment of two (2) regular members and two (2) alternate members need to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

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

The following residents of the City of Pharr are hereby appointed/re-appointed as regular members of the Planning and Zoning Commission.

NAME:	**LENGTH OF TERM**
1. _____	2-year term (expiring September 15, 2023)
2. _____	2-year term (expiring September 15, 2023)

The following residents of the City of Pharr are hereby appointed as alternate members of the Planning and Zoning Commission.

NAME:	**LENGTH OF TERM**
1. _____	2-year term (expiring September 7, 2023)
2. _____	2-year term (expiring September 7, 2023)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of September, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA BARRERA, ASSISTANT CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and approval of a Resolution declaring the expectation to reimburse expenditures with proceeds of future debt.

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

Issue: Expenses on this project have been incurred and a reimbursement resolution is needed to reimburse City after debt for project is issued. Expcted date to issue Luis October 2021.

Fiscal Consideration: n/a

Staff Recommendation: To approve

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 8/31/2021
Karla Saavedra	Approved - 8/31/2021
Karla Saavedra	Approved - 8/31/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

RESOLUTION NO. _____

RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City of Pharr, Texas (the "City") intends to issue debt for the construction and improvements of certain public works to include: acquire, construct, improve, and repair the Pharr-Reynosa International Bridge, a new bridge project that is part of the existing System, and related buildings, structures, or other facilities (the "Project").

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $22,040,000.

PASSED, APPROVED, AND RESOLVED this the ___ day of _____ 2021.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
Assistant City Clerk
City of Pharr, Texas

(SEAL)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.I.
DATE SUBMITTED: September 1, 2021
MEETING DATE: September 7, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

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.)

Issue: 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.

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 9/1/2021
Roland Gomez	Approved - 9/1/2021
Patricia Rigney	Approved - 9/2/2021
City Management Office	New - 1/1/1900

RESOLUTION NO. R-2021-_____

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:

EXHIBIT A (APPROXIMATELY 0.37 ACRES)

TRACT I: ***A 0.37 ACRE (16,195.86 SQ. FT.) TRACT OF LAND, MORE OF LESS, OUT OF A CALLED 1.89 ACRE TRACT OF LAND, CONVEYED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, PARCEL 26, RECORDED IN VOLUME 982, PAGE 205, OFFICIAL RECORDS OF HIDALGO COUNTY, HIDALGO COUNTY, TEXAS***

EXHIBIT B (APPROXIMATELY 0.60 ACRES)

TRACT II: ***A 0.60 ACRE (26,170.57 SQ.FT.) TRACT OF LAND OUT OF A CALLED 3.03 ACRE TRACT OF LAND, MORE OF LESS, CONVEYED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, RECORDED IN DOCUMENT 12696, OFFICIAL RECORDS OF HIDALGO COUNTY, HIDALGO COUNTY, TEXAS***

EXHIBIT C (APPROXIMATELY 0.30 ACRES)

TRACT III: ***A 0.30 ACRE (13,200.00 SQ.FT.) TRACT OF LAND OUT OF A CALLED 40.00 ACRE TRACT OF LAND, MORE OF LESS, CONVEYED TO E. MILITARY WAY, LLC., RECORDED IN DOCUMENT 3194592, OFFICIAL RECORDS OF HIDALGO COUNTY, HIDALGO COUNTY, TEXAS.***

EXHIBIT D (APPROXIMATELY 0.30 ACRES)

TRACT IV: ***A 0.30 ACRE (13,200.00 SQ.FT.) TRACT OF LAND OUT OF A CALLED 40.00 ACRE TRACT OF LAND, MORE OR LESS, CONVEYED TO ZEPPELIN TEXAS, LLC., RECORDED IN DOCUMENT 3127637, OFFICIAL RECORDS OF HIDALGO COUNTY, HIDALGO COUNTY, TEXAS.***

EXHIBIT E (APPROXIMATELY 0.33 ACRES)

TRACT V: ***A 0.33 ACRE (14,641.19 SQ.FT.) TRACT OF LAND, MORE OR LESS, OUT OF A CALLED 1.68 ACRE TRACT OF LAND CONVEYED TO ANNA MAE KELLY, RECORDED IN DOCUMENT 388139, OFFICIAL RECORDS OF HIDALGO COUNTY, 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 _____, 21_____.

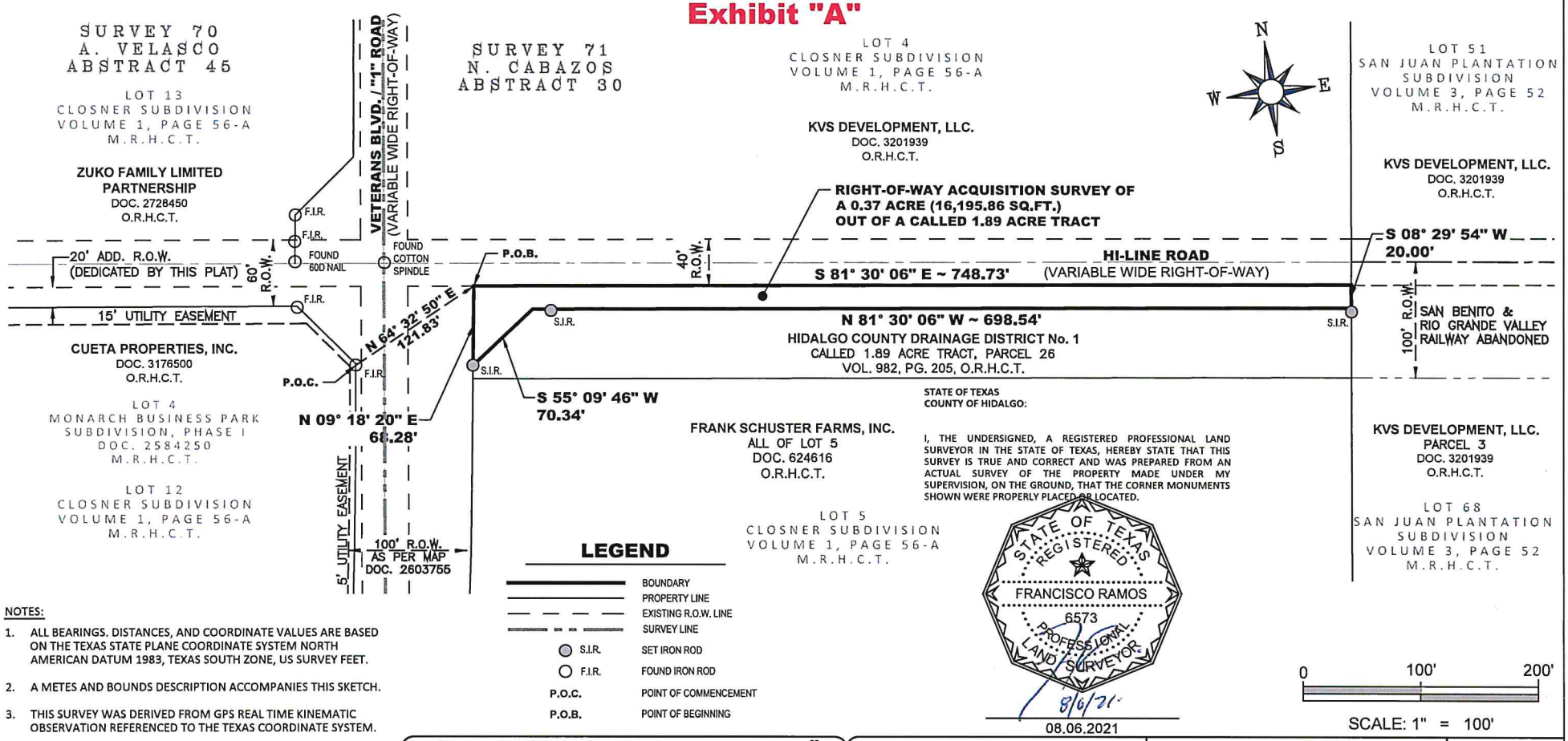
CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST

_____
IMELDA BARRERA, ASST. CITY CLERK

Exhibit "A"



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

STATE OF TEXAS REGISTERED FRANCISCO RAMOS 6573 PROFESSIONAL LAND SURVEYOR

8/6/21

08.06.2021

LEGEND

	BOUNDARY
	PROPERTY LINE
	EXISTING R.O.W. LINE
	SURVEY LINE
S.I.R.	SET IRON ROD
F.I.R.	FOUND IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

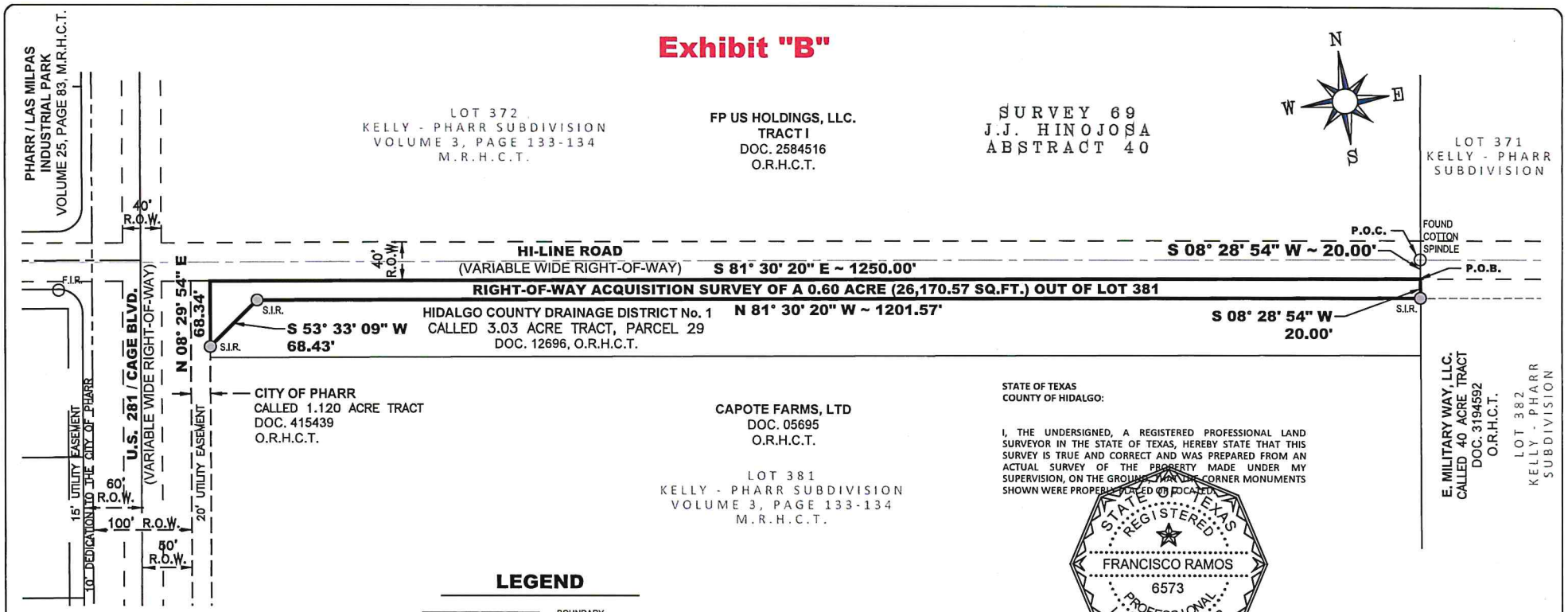
1. ALL BEARINGS. DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATION REFERENCED TO THE TEXAS COORDINATE SYSTEM.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NO BE SHOWN.
5. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION, SURFACE MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS, MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATION PURPOSE ONLY.
6. SET 1/2" IRON RODS HAVE RED S & B CAPS.

S&B INFRASTRUCTURE

2120 BLAINE ST. SUITE 100 LAREDO, TEXAS 78043
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427
ENGINEERING # F-1582 SURVEYING # 10193914

RIGHT-OF-WAY ACQUISITION SURVEY OF A 0.37 ACRE (16,195.86 SQ.FT.) OUT OF A CALLED 1.89 ACRE TRACT		REVISION NO.	REVISION DATE
DATE:	08.06.2021		
FILE: FRANK_SCHUSTER_REV.DWG			
DRAWN BY:	J.J.S.		
SHEET:	1 OF 2	JOB No.: U2556	

Exhibit "B"



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COUNTY OF HIDALGO:

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STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

8/6/21

08.06.2021

0 120' 240'

SCALE: 1" = 120'

LEGEND

	BOUNDARY
	PROPERTY LINE
	EXISTING R.O.W. LINE
S.I.R.	SET IRON ROD
F.I.R.	FOUND IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

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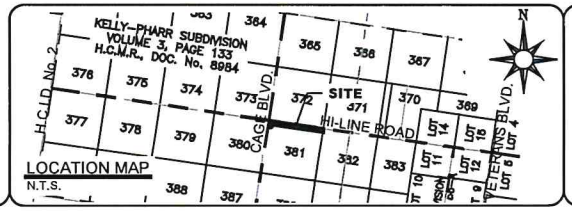


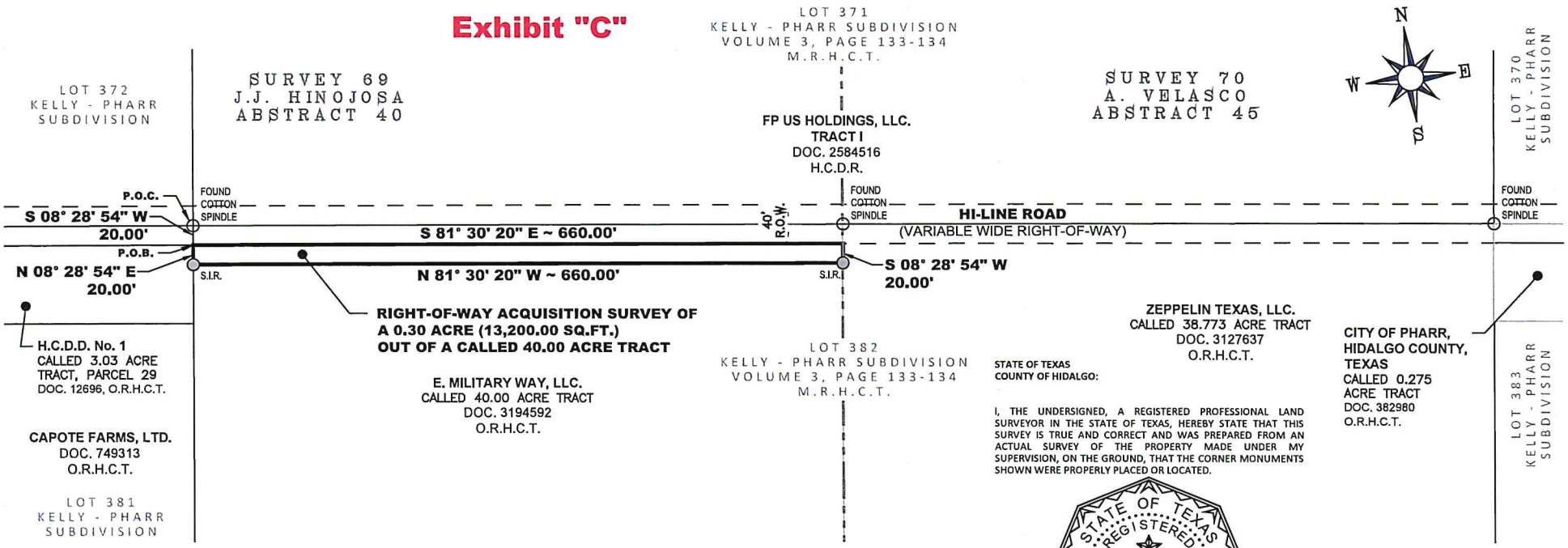
INFRASTRUCTURE

2120 BLAINE ST. SUITE 100 LAREDO, TEXAS 78043
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427
ENGINEERING # F-1582 SURVEYING # 10193914

RIGHT-OF-WAY ACQUISITION SURVEY OF
A 0.60 ACRE (26,170.57 SQ.FT.)
OUT OF LOT 381

		REVISION NO.	REVISION DATE
DATE:	08.06.2021		
FILE:	CAPOTE FARMS_LTD_DOC.749313_REV.DWG		
DRAWN BY:	J.J.S.		
SHEET:	1 OF 2	JOB No.: U2556	

Exhibit "C"



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

8/6/21

08.06.2021

LEGEND

	BOUNDARY
	PROPERTY LINE
	EXISTING R.O.W. LINE
	SURVEY LINE
S.I.R.	SET IRON ROD
F.I.R.	FOUND IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

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4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NO BE SHOWN.
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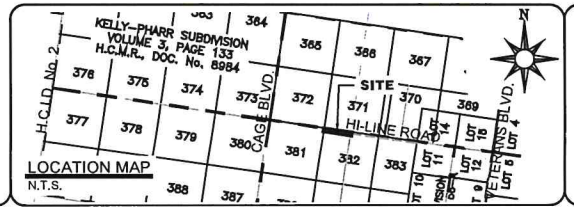
6. SET 1/2" IRON RODS HAVE RED S & B CAPS.



LOCATION MAP
N.T.S.

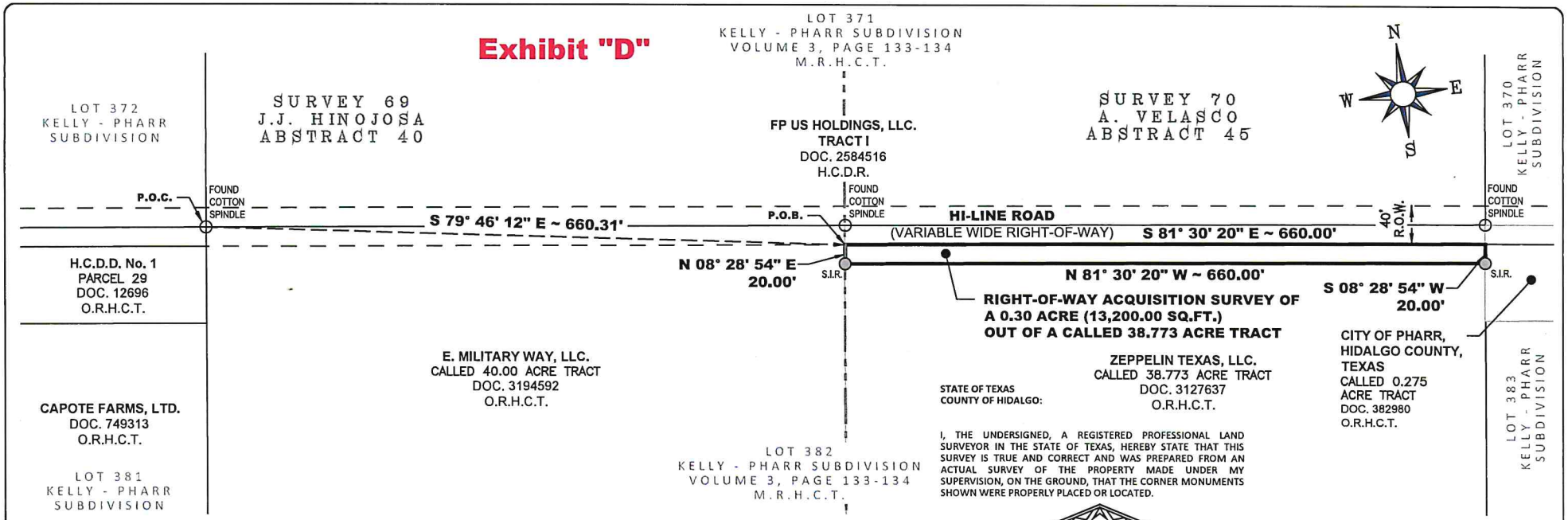
S&B INFRASTRUCTURE
2120 BLAINE ST. SUITE 100 LAREDO, TEXAS 78043
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427
ENGINEERING # F-1582 SURVEYING # 10193914

RIGHT-OF-WAY ACQUISITION SURVEY OF A 0.30 ACRE (13,200.00 SQ.FT.) OUT OF A CALLED 40.00 ACRE TRACT		REVISION NO.	REVISION DATE
DATE:	08.06.2021		
FILE: E MILITARY WAY LLC_DOC.3194592_REV.DWG			
DRAWN BY:	J.J.S.		
SHEET:	1 OF 2	JOB No.: U2556	

0 120' 240'

SCALE: 1" = 120'

Exhibit "D"



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

8/6/21

08.06.2021

LEGEND

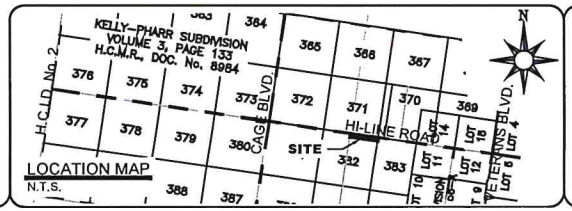
	BOUNDARY
	PROPERTY LINE
	EXISTING R.O.W. LINE
	SURVEY LINE
S.I.R.	SET IRON ROD
F.I.R.	FOUND IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

0 120' 240'

SCALE: 1" = 120'

NOTES:

1. ALL BEARINGS. DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATION REFERENCED TO THE TEXAS COORDINATE SYSTEM.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NO BE SHOWN.
5. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION, SURFACE MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS, MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATION PURPOSE ONLY.
6. SET 1/2" IRON RODS HAVE RED S & B CAPS.



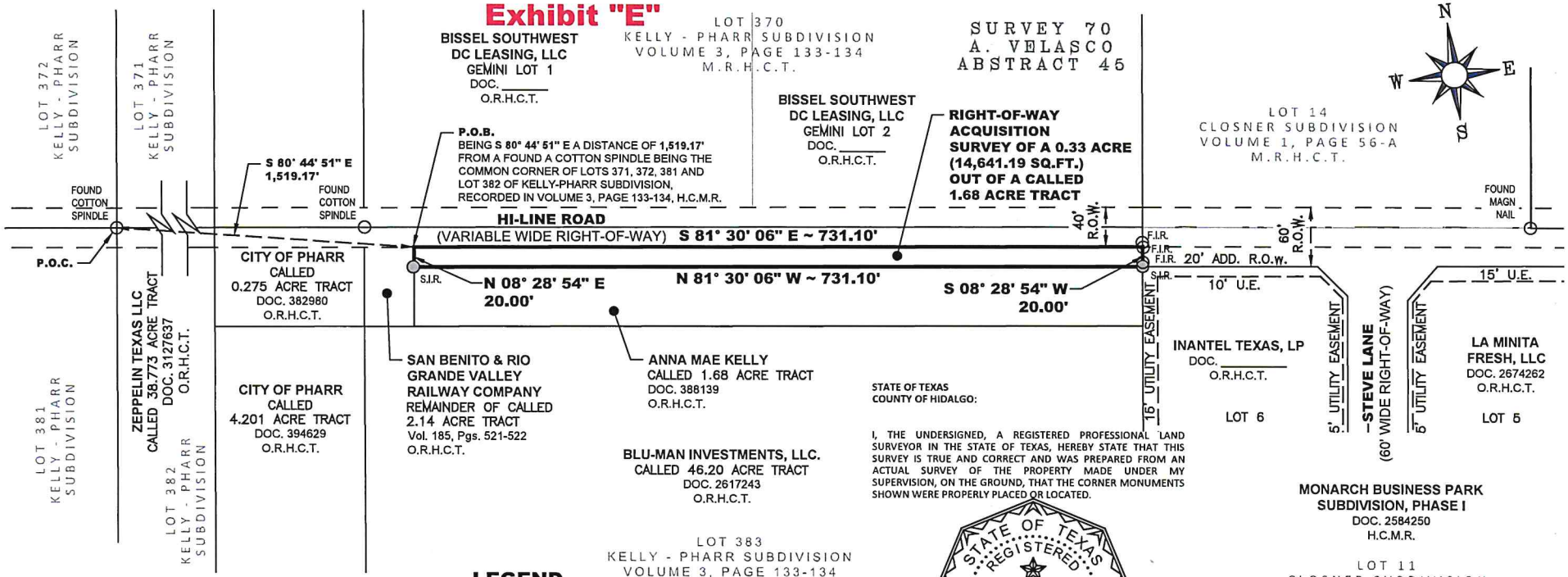
LOCATION MAP
N.T.S.

S&B INFRASTRUCTURE

2120 BLAINE ST. SUITE 100 LAREDO, TEXAS 78043
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427
ENGINEERING # F-1582 SURVEYING # 10193914

RIGHT-OF-WAY ACQUISITION SURVEY OF A 0.30 ACRE (13,200.00 SQ.FT.) OUT OF A CALLED 38.773 ACRE TRACT		REVISION	
		NO.	DATE
DATE:	08.06.2021		
FILE: ZEPPELIN TEXAS LLC_DOC-3127637_REV.DWG			
DRAWN BY:	J.J.S.		
SHEET:	1 OF 2	JOB No.: U2556	

Exhibit "E"



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

STATE OF TEXAS REGISTERED FRANCISCO RAMOS 6573 PROFESSIONAL LAND SURVEYOR

8/6/21

08.06.2021

LEGEND

	BOUNDARY
	PROPERTY LINE
	EXISTING R.O.W. LINE
S.I.R.	SET IRON ROD
F.I.R.	FOUND IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

0 120' 240'

SCALE: 1" = 120'

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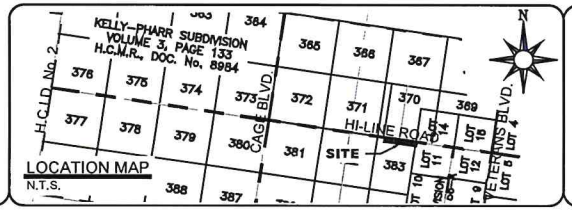


INFRASTRUCTURE
2120 BLAINE ST. SUITE 100 LAREDO, TEXAS 78043
TELEPHONE: (956) 568-2561 FAX: (956) 994-0427
ENGINEERING # F-1582 SURVEYING # 10193914

RIGHT-OF-WAY ACQUISITION SURVEY OF
A 0.33 ACRE (14,641.19 SQ.FT.)
OUT OF A CALLED 1.68 ACRE TRACT

		REVISION	
DATE:	08.06.2021	NO.	DATE
FILE:	BLU-MAN_INVESTMENTS_DOC.2617243_REV.DWG		
DRAWN BY:	J.J.S.		
SHEET:	1 OF 2	JOB No.: U2556	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: September 1, 2021
MEETING DATE: September 7, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Presentation of Proposed Budget FY 2021-2022

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

Issue: City of Pharr Proposed Budget needs to be open and available to public and present it to City Commission for consideration.

Fiscal Consideration: n/a

Staff Recommendation: No Action needed. For information purpose only.

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
City Management Office	New - 1/1/1900

CITY OF PHARR
PROPOSED BUDGET
FY 2021-2022

WE ARE TEAM PHARR

City of Pharr

This budget will raise more total property taxes than last year's budget by $1,708,843 or 6.88% increase, and of that amount, $518,478 is tax revenue to be raised from new property added to the tax roll this year.

ANNUAL FINANCIAL BUDGET

For Fiscal Year October 1, 2021
through September 30, 2022

Prepared by

Karla Saavedra, CGFO
Finance Director

City of Pharr, TX

ELECTED OFFICIALS

Ambrosio "Amos" Hernandez, MD
Mayor

Eleazar Guajardo
Commissioner Place 1

Roberto "Bobby" Carrillo
Commissioner Place 2

Ramiro Caballero, MD
Commissioner Place 3

Daniel Chavez
Commissioner Place 4

Ricardo Medina
Commissioner Place 5

Itza Flores
Commissioner Place 6

CITY OF PHARR
SUMMARY OF
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Revenues					
500 - General Tax Revenue	$ 34,305,763	$ 35,930,400	$ 36,710,400	$ 38,593,540	$ 40,813,800
520 - Gross Receipts	2,610,735	2,290,900	2,290,900	2,461,511	2,461,600
530 - Revenue Producing Facilities	4,315,776	4,911,700	4,911,700	4,683,674	5,101,700
540 - Fines and Fees	613,434	671,200	671,200	656,859	635,500
550 - Licenses and Permits	1,212,026	854,100	854,100	997,700	928,100
560 - Charges for Current Services	2,208,967	613,800	613,800	313,022	957,400
580 - Lease Proceeds	1,945,500	1,788,000	1,788,000	1,788,000	1,608,000
580 - Transfers/Others	8,426,200	9,465,200	9,677,900	7,631,201	16,797,900
Total Revenues	$ 55,638,401	$ 56,525,300	$ 57,518,000	$ 57,125,508	$ 69,304,000
Expenditures					
10 - City Manager's Office	$ 2,211,462	$ 2,415,000	$ 2,652,100	$ 2,523,155	$ 2,142,100
11 - Finance Department	705,628	725,900	685,700	667,636	795,900
12 - Police Department	14,732,341	15,550,700	15,680,100	14,597,286	18,193,900
13 - Purchasing	210,865	334,200	338,000	276,056	320,300
14 - Municipal Court	496,196	532,600	628,500	475,206	626,800
15 - Fire Protection	8,389,233	8,732,500	8,878,400	8,348,638	10,314,100
17 - Street Maintenance	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
18 - Information Technology	1,797,124	2,209,400	2,453,100	2,115,328	2,750,900
19 - Media	371,470	452,800	574,600	444,665	659,300
20 - Municipal Library	1,438,016	1,499,600	1,530,800	1,351,452	1,615,100
21 - Grants	248,335	273,500	484,400	321,950	503,000
22 - Parks & Recreation	5,155,239	5,826,000	6,014,400	4,862,639	6,756,700
23 - OSE	-	-	241,100	50,786	496,400
24 - Legal	-	-	-	-	844,800
25 - Communications	1,567,930	1,817,900	2,158,700	1,789,909	3,082,500
26 - Human Resources	478,456	784,400	815,000	597,396	771,000
27 - Planning & Community Development	1,549,977	1,585,000	1,634,600	1,470,120	1,740,600
28 - Engineering	638,616	755,300	762,700	576,136	894,100
30 - Non-Departmental	13,404,799	8,210,500	9,042,100	11,837,383	10,388,500
Total Expenditures	$ 57,822,920	$ 56,525,300	$ 59,591,600	$ 56,699,813	$ 69,304,000
Net Revenues Over/(Under) Expenditures	$ (2,184,519)	$ -	$ (2,073,600)	$ 425,694	$ -

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Department					
10 - City Manager's Office	$ 2,211,462	$ 2,415,000	$ 2,652,100	$ 2,523,155	$ 2,142,100
11 - Finance Department	705,628	725,900	685,700	667,636	795,900
12 - Police Department	14,732,341	15,550,700	15,680,100	14,597,286	18,193,900
13 - Purchasing	210,865	334,200	338,000	276,056	320,300
14 - Municipal Court	496,196	532,600	628,500	475,206	626,800
15 - Fire Protection	8,389,233	8,732,500	8,878,400	8,348,638	10,314,100
17 - Street Maintenance	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
18 - Information Technology	1,797,124	2,209,400	2,453,100	2,115,328	2,750,900
19 - Media Department	371,470	452,800	574,600	444,665	659,300
20 - Municipal Library	1,438,016	1,499,600	1,530,800	1,351,452	1,615,100
21 - Grants	248,335	273,500	484,400	321,950	503,000
22 - Parks & Recreation	5,155,239	5,826,000	6,014,400	4,862,639	6,756,700
23 - OSE	-	-	241,100	50,786	496,400
24 - Legal	-	-	-	-	844,800
25 - Communication	1,567,930	1,817,900	2,158,700	1,789,909	3,082,500
26 - Human Resources	478,456	784,400	815,000	597,396	771,000
27 - Planning & Community Development	1,549,977	1,585,000	1,634,600	1,470,120	1,740,600
28 - Engineering Department	638,616	755,300	762,700	576,136	894,100
30 - Non-Departmental	13,404,799	8,210,500	9,042,100	11,837,383	10,388,500
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**
Activity					
1100- Personnel Services	$ 33,425,068	$ 36,530,300	$ 38,529,000	$ 34,288,185	$ 42,452,700
2200- Supplies	1,470,736	1,742,500	1,768,600	1,490,324	3,070,600
3300- Maintenance	716,135	1,241,700	1,217,000	1,108,513	1,521,400
4400- Rentals	139,516	139,800	139,800	161,476	1,248,700
5500- Other Services	3,046,884	3,539,700	3,698,800	3,101,662	5,720,300
6600- Vehicle Maintenance	1,331,710	1,428,700	1,429,200	1,250,768	1,542,800
7700- Debt Service	1,910,788	1,814,100	1,814,100	1,724,923	1,451,000
8800- Capital Outlay	2,377,286	1,878,000	1,953,000	1,736,579	1,908,000
9900- Transfers Out	4,712,692	2,060,300	2,120,900	4,424,411	4,109,400
9900- Non-Departmental	8,692,107	6,150,200	6,921,200	7,412,972	6,279,100
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**
Function					
General government	$ 14,213,586	$ 12,964,600	$ 14,841,400	$ 13,597,788	$ 15,274,200
Public safety	25,185,699	26,633,700	27,345,700	25,211,038	32,217,300
Highways and streets	4,427,235	4,820,000	5,017,300	4,394,073	6,408,000
Health and welfare	2,690,453	2,721,100	2,721,100	2,858,412	2,923,300
Culture and recreation	6,593,255	7,325,600	7,545,200	6,214,091	8,371,800
Transfers Out	4,712,692	2,060,300	2,120,900	4,424,411	4,109,400
Total Expenditures	**$ 57,822,920**	**$ 56,525,300**	**$ 59,591,600**	**$ 56,699,813**	**$ 69,304,000**

CITY OF PHARR
SPECIAL REVENUE FUNDS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
COMBINED SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
Revenues					
500 - General Tax Revenue	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
560 - Charges for Current Services	1,078,383	1,081,300	1,081,300	1,073,346	1,073,400
560 - Intergovernmental	618,320	120,000	120,000	288,200	120,000
570 - Grants	2,333,209	7,452,300	7,454,200	1,751,711	6,284,300
580 - Others	22,780	35,000	35,000	4,540	22,100
Total Revenues	$ 4,638,914	$ 9,288,600	$ 9,290,500	$ 3,725,116	$ 8,099,800
Expenditures					
General government	$ 1,070,583	$ 816,400	$ 818,300	$ 547,652	$ 970,000
Public safety	771,161	2,203,100	2,203,100	1,000,077	2,766,500
Highways and Streets	-	3,867,800	3,867,800	-	3,867,800
Debt Service	401,357	405,900	405,900	405,900	386,700
Transfer Out	1,350,350	1,575,400	1,575,400	1,575,400	1,645,500
Total Expenditures	$ 3,593,450	$ 8,868,600	$ 8,870,500	$ 3,529,029	$ 9,636,500
Net Revenues Over/(Under) Expenditures	$ 1,045,464	$ 420,000	$ 420,000	$ 196,088	$ (1,536,700) *

** Available Resources*

CITY OF PHARR, TX
GRANTS FUND*
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
General	$ -	$ 800,000	$ 800,000	$ -	$ -
Police	656,328	1,161,100	1,161,100	609,611	2,416,500
Court	-	-	-	-	-
Fire	119,543	492,000	492,000	-	-
Communication	-	-	-	-	-
Library	87,342	-	-	-	-
Public Works	-	3,867,800	3,867,800	-	3,867,800
Parks & Recreation	-	-	-	-	-
					-
Total Revenues	$ 863,213	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300
EXPENDITURES BY FUNCTION					
Public Safety:					
Police	$ 656,328	$ 1,161,100	$ 1,161,100	$ 609,611	$ 2,416,500
Fire	109,662	492,000	492,000	-	-
	765,990	1,653,100	1,653,100	609,611	2,416,500
Culture and Recreation:					
Library	87,342	-	-	-	-
Parks & Recreation	-	-	-	-	-
	87,342	-	-	-	-
Environmental:					
Public Works	-	3,867,800	3,867,800	-	3,867,800
	-	3,867,800	3,867,800	-	3,867,800
General:					
General	-	800,000	800,000	-	-
Total Expenditures	$ 853,332	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300
Net Revenues Over/(Under) Expenditures	$ 9,881	$ -	$ -	-	$ -
EXPENDITURES BY ACTIVITY					
Personnel	$ 583,665	$ 1,603,100	$ 1,603,100	$ 431,200	$ 2,416,500
Supplies	24,381	-	-	-	-
Other	-	300,000	300,000	-	-
Vehicle Maintenance	2,544	-	-	-	-
Capital Outlay	155,278	4,417,800	4,417,800	178,411	3,867,800
Total Expenditures	$ 765,868	$ 6,320,900	$ 6,320,900	$ 609,611	$ 6,284,300

* Excludes American Rescue Plan Funds awarded in 2021. Funds still not allocated.

CITY OF PHARR, TX
HOTEL / MOTEL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Hotel/Motel Tax	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
Interest	-	-	-	-	-
Total	$ 586,222	$ 600,000	$ 600,000	$ 607,319	$ 600,000
EXPENDITURES					
General government:					
Other Services	1,944	90,900	90,900	-	-
Culture and Recreation:					
Transfer Out-General Fund	30,000	60,000	60,000	60,000	150,900
Transfer Out-PEDC	-	-	-	-	-
Transfer Out-Chamber	68,400	68,400	68,400	68,400	68,400
Transfer Out-Tax Notes	190,350	380,700	380,700	380,700	380,700
Sub Total	288,750	509,100	509,100	509,100	600,000
Total	290,694	600,000	600,000	509,100	600,000
Net Revenues Over/(Under) Expenditures	$ 295,528	$ -	$ -	$ 98,219	$ -

CITY OF PHARR, TX
PARKLAND DEDICATION FEE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Parkland Dedication Fees	$ -	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Interest	500	500	350	-	-
Total	$ 500	$ 30,500	$ 30,350	$ 30,000	$ 30,000
EXPENDITURES					
Culture and Recreation:					
Transfers Out	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenditures	$ 500	$ 30,500	$ 30,350	$ 30,000	$ 30,000

CITY OF PHARR, TX
PAVING & DRAINAGE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Paving & Drainage Fee	$ 1,078,383	$ 1,051,300	$ 1,051,300	$ 1,043,346	$ 1,043,400
Interest Income	12,836	15,000	15,000	2,040	2,100
Total	$ 1,091,219	$ 1,066,300	$ 1,066,300	$ 1,045,386	$ 1,045,500
EXPENDITURES					
Highways and Streets:					
Transfer Out	$ 1,061,600	$ 1,066,300	$ 1,066,300	$ 1,066,300	$ 1,045,500
					-
Total	$ 1,061,600	$ 1,066,300	$ 1,066,300	$ 1,066,300	$ 1,045,500
Net Revenues Over/(Under) Expenditures	$ 29,619	$ -	$ -	$ (20,914)	$ -

CITY OF PHARR, TX
ASSET SHARING FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Intergovernmental	$ 618,320	$ 120,000	$ 120,000	$ 288,200	$ 120,000
Interest	9,944	20,000	20,000	2,500	20,000
Total	$ 628,264	$ 140,000	$ 140,000	$ 290,700	$ 140,000
EXPENDITURES					
Public Safety:					
Personnel	$ 5,170	$ -	$ -	$ -	$ -
Supplies	-	-	-	216,151	100,000
Maintenance	-	-	-	-	-
Other	-	50,000	50,000	163,190	-
Transfer Out	-	-	-	-	-
Capital Outlay	-	500,000	500,000	-	250,000
Total	$ 5,170	$ 550,000	$ 550,000	$ 379,341	$ 350,000
Net Revenues Over/(Under) Expenditures	$ 623,094	$ (410,000)	$ (410,000)	$ (88,641)	$ (210,000)*

** Available Resources*

CITY OF PHARR, TX
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Grants-CDBG - Current Year	$ 866,668	$ 1,131,400	$ 1,131,400	$ 1,131,400	$ 1,159,000
Grants-Other CDBG Program Funds	-	-	-	-	197,700
Transfer In	120,226	-	1,900	1,900	-
Total Revenues	$ 986,894	$ 1,131,400	$ 1,133,300	$ 1,133,300	$ 1,356,700
EXPENDITURES					
Personnel	$ 141,565	$ 178,800	$ 180,700	$ 115,447	$ 162,200
Supplies	3,233	9,000	9,000	3,866	6,000
Maintenance	152	1,500	1,500	-	1,500
Rentals	2,409	3,200	3,200	1,592	2,000
Other	18,539	24,500	24,500	10,346	24,500
Vehicle Maintenance	745	1,500	1,500	-	1,500
Debt Service	401,357	405,900	405,900	405,900	386,700
Non-Departmental	901,995	507,000	507,000	416,400	772,300
Total Expenditures	$ 1,469,996	$ 1,131,400	$ 1,133,300	$ 953,552	$ 1,356,700
Net Revenues Over/(Under) Expenditures	(483,102)	$ -	$ -	$ 179,748	$ -
EXPENDITURES					
General government	1,469,996	1,131,400	1,133,300	953,552	1,356,700
Culture and recreation	-	-	-	-	-
Highways and streets	-	-	-	-	-
Total Expenditures	$ 1,469,996	$ 1,131,400	$ 1,133,300	$ 953,552	$ 1,356,700

CITY OF PHARR, TX
GENERAL CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Intergovernmental	$ 5,000,000	$ 5,000,000	$ 5,000,000	$ 5,000,000	$ 30,000,000
Transfers In	3,987,460	1,208,200	1,208,200	3,708,200	15,546,900
			-		
Total Revenues	$ 8,987,460	$ 6,208,200	$ 6,208,200	$ 8,708,200	$ 45,546,900
EXPENDITURES					
Parks	$ 3,000	$ 285,000	$ 285,000	$ 2,565,892	$ 1,249,000
Street Projects	10,239,636	5,950,800	5,950,800	413,142	850,000
Infrastructure	-	1,000,000	1,000,000	450,000	40,000,000
Other	24,476,712	40,308,200	40,308,200	17,936,722	8,055,700
Debt Service	1,171,644	1,208,200	1,208,200	1,208,200	1,208,200
Total Expenditures	$ 34,719,348	$ 47,544,000	$ 47,544,000	$ 21,365,755	$ 51,362,900
Net Revenues Over/(Under) Expenditures	$ (25,731,888)	$ (41,335,800)	$ (41,335,800)	$ (12,657,555)	$ (5,816,000) *

**Available Resources*

CITY OF PHARR, TX
UTILITY CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Debt Proceeds	$ -	$ -	$ -	$ -	$ -
TWDB Grant	9,284,989	-	-	-	-
Total Revenues	$ 9,284,989	$ -	$ -	$ -	$ -
EXPENSES					
Capital Projects	$ 269,780	$ 30,739,000	$ 30,739,000	$ 3,159,663	$ 30,324,400
Total Expenses	$ 269,780	$ 30,739,000	$ 30,739,000	$ 3,159,663	$ 30,324,400
Net Revenues Over/(Under) Expenses	$ 9,015,209	$ (30,739,000)	$ (30,739,000)	$ (3,159,663)	$ (30,324,400) *

** Available Resources*

CITY OF PHARR, TX
BRIDGE CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	BUDGET 2021-2022
REVENUES					
Debt Proceeds	2,187,457	1,920,000	1,920,000	45,000,000	20,000,000
Grants	112,085	19,779,900	19,779,900	1,115,119	-
Total Revenues	$ 2,299,541	$ 21,699,900	$ 21,699,900	$ 46,115,119	$ 20,000,000
EXPENSES					
Capital Projects	$ 145,177	$ 21,699,900	$ 21,699,900	$ 4,734,743	$ 61,115,300
Other	-	-	-	-	-
Total Expenses	$ 145,177	$ 21,699,900	$ 21,699,900	$ 4,734,743	$ 61,115,300
Net Revenues Over/(Under) Expenses	$ 2,154,365	$ -	$ -	$ 41,380,376	$ (41,115,300) *

* Cash available from Debt Proceeds

CITY OF PHARR
DEBT SERVICE
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
DEBT SERVICE
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax (Current & Delinquent)	$ 4,598,651	$ 5,028,500	$ 5,028,500	$ 5,063,788	$ 5,388,900
Property Tax Penalty and Interest	88,321	50,000	50,000	126,220	100,000
Interest	52,683	86,200	86,200	9,701	10,000
Transfer In	3,430,900	2,722,200	2,722,200	2,722,200	1,136,800
Total Revenues	$ 8,170,555	$ 7,886,900	$ 7,886,900	$ 7,921,909	$ 6,635,700
EXPENDITURES					
Principal	$ 5,197,924	$ 5,035,700	$ 5,035,700	$ 5,035,700	$ 3,262,000
Interest	2,668,711	2,851,200	2,851,200	2,851,200	2,705,200
Transfer Out	-	-	-	-	668,500
Total Expenditures	$ 7,866,635	$ 7,886,900	$ 7,886,900	$ 7,886,900	$ 6,635,700
Net Revenues Over/(Under) Expenditures	$ 303,921	$ -	$ -	$ 35,009	$ -

CITY OF PHARR
ENTERPRISE FUNDS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
UTILITY FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Water	$ 9,164,143	$ 9,368,100	$ 9,368,100	$ 9,438,605	$ 9,977,900
Sewer	7,032,227	7,043,700	7,043,700	7,115,339	7,311,000
Other	29,724	14,300	14,300	10,364	12,700
Grants	595,939	-	-	-	-
Lease Proceeds	-	-	-	-	2,548,000
Interest	111,065	93,400	93,400	18,879	20,000
Transfer In	-	-	69,200	69,200	-
Total Revenues	$ 16,933,099	$ 16,519,500	$ 16,588,700	$ 16,652,387	$ 19,869,600
EXPENSES					
81 Administration	$ 1,075,561	$ 1,055,700	$ 1,075,100	$ 1,041,288	$ 1,188,400
82 Water Production	2,479,011	2,452,300	2,366,800	2,160,559	3,235,100
83 Water Distribution	2,093,606	2,322,600	2,352,100	2,089,329	4,139,600
84 Water Treatment Plant	2,297,483	2,369,800	2,485,100	1,971,099	2,941,600
86 Sewer Collection	240,032	361,300	361,800	185,640	2,064,000
87 Non-Departmental	8,517,408	3,105,900	3,095,900	4,626,046	1,405,700
72 Debt Service	905,891	4,851,900	4,851,900	4,851,900	4,895,200
Total Expenses	$ 17,608,992	$ 16,519,500	$ 16,588,700	$ 16,925,860	$ 19,869,600
Net Revenues Over/(Under) Expenses	$ (675,894)	$ -	$ -	$ (273,474)	$ -
1100- Personnel Services	$ 3,808,466	$ 4,351,200	$ 4,420,400	$ 3,718,083	$ 4,532,600
2200- Supplies	1,436,205	1,360,300	1,353,900	1,539,113	2,383,400
3300- Maintenance	717,089	839,100	849,100	405,181	700,400
4400- Rentals	21,249	3,500	3,500	4,140	547,300
5500- Other Services	1,533,711	1,501,100	1,507,500	1,277,428	1,577,800
6600- Vehicle Maintenance	178,687	199,600	199,600	197,141	192,500
72/73 Long Term Debt Service	905,891	4,851,900	4,851,900	4,851,900	4,895,200
7700- Debt Service-Lease	306,832	306,900	306,900	306,828	576,700
8800- Capital Outlay	183,455	-	-	-	3,058,000
9900- Transfer Out	2,165,968	701,200	1,441,500	1,441,500	577,300
9900- Non-Departmental	6,351,439	2,404,700	1,654,400	3,184,546	828,400
	$ 17,608,992	$ 16,519,500	$ 16,588,700	$ 16,925,860	$ 19,869,600

CITY OF PHARR, TX
EMS SUMMARY
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Ground Revenue	$ -	$ -	$ 3,258,900	$ 1,817,760	$ 9,673,400
Transfer Revenue	-	-	-	113,750	1,422,000
Flight Revenue	-	-	2,363,100	432,412	9,000,000
Fixed Wing Revenue	-	-	-	-	4,080,000
CARES Act-Grant	-	-	1,000,000	1,000,000	-
Total	$ -	$ -	$ 6,622,000	$ 3,363,922	$ 24,175,400
EXPENSES					
Personnel	$ -	$ -	$ 3,808,100	$ 2,230,845	$ 10,278,300
Supplies	-	-	112,500	317,408	650,000
Maintenance	-	-	45,600	15,000	309,000
Rentals	-	-	823,600	613,900	2,946,000
Other	-	-	326,200	44,769	707,900
Vehicle Maintenance	-	-	361,500	246,084	446,700
Long Term Debt Service	-	-	-	-	-
Capital Outlay	-	-	1,000,000	976,218	2,870,000
Transfer Out	-	-	144,500	-	3,286,400
Total	$ -	$ -	$ 6,622,000	$ 4,444,224	$ 21,494,300
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	$ (1,080,302)	$ 2,681,100

CITY OF PHARR, TX
FIBER/BROADBAND SUMMARY
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Fiber Revenue	$ -	$ -	$ -	$ -	$ 6,119,900
Other	-	-	-	-	26,400
Interest	-	-	-	-	17,000
Total	**$ -**	**$ -**	**$ -**	**$ -**	$ 6,163,300
EXPENSES					
Personnel	$ -	$ -	$ -	$ -	$ 1,424,000
Supplies	-	-	-	-	752,600
Maintenance	-	-	-	-	509,200
Rentals	-	-	-	-	2,500
Other	-	-	-	-	692,800
Vehicle Maintenance	-	-	-	-	17,000
Long Term Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	445,000
Transfer Out	-	-	-	-	2,270,200
Non-Departmental	-	-	-	-	50,000
Total	$ -	$ -	$ -	$ -	$ 6,163,300
Net Revenues Over/(Under) Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CITY OF PHARR, TX
BRIDGE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Toll Fees	$ 14,268,275	$ 14,100,000	$ 14,100,000	$ 15,550,302	$ 16,327,900
Other	227,468	248,600	248,600	260,581	422,900
Interest	48,897	66,200	66,200	13,860	14,000
Transfer In - Other	-	-	-	-	668,500
Total	$ 14,544,640	$ 14,414,800	$ 14,414,800	$ 15,824,743	$ 17,433,300
EXPENSES					
Personnel	$ 1,303,035	$ 1,378,100	$ 1,398,400	$ 1,222,547	$ 1,411,700
Supplies	157,008	176,000	186,000	158,311	275,200
Maintenance	402,032	220,000	210,000	127,050	461,700
Rentals	5,242	5,300	5,300	5,863	35,300
Other	911,748	1,025,600	1,025,600	2,073,270	1,386,300
Vehicle Maintenance	14,184	19,200	19,200	12,064	10,600
Long Term Debt Service	96,929	1,619,600	1,619,600	1,619,600	3,526,200
Capital Outlay	139,660	-	-	-	-
Transfer Out	5,406,007	9,731,200	9,731,200	7,752,501	10,063,100
Non-Departmental	5,409,778	239,800	239,800	167,074	263,200
Total	$ 13,845,622	$ 14,414,800	$ 14,435,100	$ 13,138,281	$ 17,433,300
Net Revenues Over/(Under) Expenses	**$ 699,019**	**$ -**	**$ (20,300)**	**$ 2,686,462**	**$ -**

CITY OF PHARR, TX
GOLF COURSE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Green & Member Fees	$ 429,621	$ 407,900	$ 407,900	$ 417,585	$ 419,100
Cart Rental	194,126	184,200	184,200	212,134	203,200
Food & Beverage	93,357	131,900	131,900	76,390	84,900
Other	76,779	92,000	92,000	90,345	82,000
Interest	9,915	11,800	11,800	1,726	5,900
Transfer In	530,637	529,600	551,800	374,067	525,400
Total Revenues	$ 1,334,435	$ 1,357,400	$ 1,379,600	$ 1,172,247	$ 1,320,500
EXPENSES					
Personnel	$ 771,059	$ 883,700	$ 905,900	$ 764,532	$ 844,500
Supplies	150,941	244,500	218,500	130,638	145,100
Maintenance	96,858	30,000	32,000	85,850	91,500
Rentals	75,899	7,000	7,000	67,716	71,900
Other	105,997	106,300	62,900	97,541	102,700
Vehicle Maintenance	24,627	19,800	18,600	14,144	18,700
Debt Service-Lease	6,837	60,800	60,800	60,800	46,100
Capital Outlay	-	-	-	12,500	-
Non-Departmental	214,034	5,300	-	-	-
Total Expenses	$ 1,446,250	$ 1,357,400	$ 1,305,700	$ 1,233,720	$ 1,320,500
Net Revenues Over/(Under) Expenses	$ (111,814)	$ -	$ 73,900	$ (61,400)	$ -

CITY OF PHARR
INTERNAL SERVICE FUND
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
GARAGE FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
General Fund	$ 637,373	$ 781,500	$ 781,500	$ 593,273	$ 259,900
Utility Fund	107,364	103,200	103,200	78,436	53,400
Bridge Fund	4,113	3,700	3,700	1,810	5,500
Golf Course Fund	1,392	1,000	1,000	1,404	-
CDBG Fund	571	900	900	(1)	-
PEDC	925	600	600	110	-
EMS	-	-	-	69,352	191,300
Fiber	-	-	-	-	5,000
Transfer In-GF	-	-	3,700	3,700	250,000
Total	$ 751,738	$ 890,900	$ 894,600	$ 748,084	$ 765,100
EXPENSES					
Personnel	$ 210,577	$ 220,800	$ 224,500	$ 184,243	$ 243,400
Supplies	1,881	3,600	3,600	4,036	3,600
Maintenance	45	2,000	2,000	-	2,000
Other	4,257	5,000	5,000	3,364	5,000
Vehicle Maintenance	519,536	656,700	656,700	555,146	511,100
Debt Service	189	2,800	2,800	3,221	-
Capital Outlay	15,252	-	-	-	-
Total	$ 751,738	$ 890,900	$ 894,600	$ 750,009	$ 765,100
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	(1,926)	$ -

CITY OF PHARR, TX
HEALTH INSURANCE CLAIM FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
CITY CONTRIBUTIONS					
General Fund	$ -	$ -	$ -	$ -	$ 4,501,900
Utility Fund	-	-	-	-	474,300
Bridge Fund	-	-	-	-	177,200
Golf Course Fund	-	-	-	-	125,500
CDBG Fund	-	-	-	-	22,200
EMS	-	-	-	-	1,106,800
Fiber	-	-	-	-	210,300
Total	$ -	$ -	$ -	$ -	$ 6,618,200
COMPONENT UNITS CONTRIBUTIONS					
Greater Pharr Chamber of Commerce	-	-	-	-	22,200
PEDC	-	-	-	-	51,700
	-	-	-	-	73,900
EMPLOYEE CONTRIBUTIONS					
Employee Deductions	-	-	-	-	2,100,300
	-	-	-	-	2,100,300
TOTAL REVENUES	-	-	-	-	8,792,400
EXPENSES					
Administrative Costs	-	-	-	-	365,200
Medical Claims	-	-	-	-	5,429,400
Pharmacy Claims	-	-	-	-	1,453,100
Other	-	-	-	-	1,544,700
Total	$ -	$ -	$ -	$ -	$ 8,792,400
Net Revenues Over/(Under) Expenses	$ -	$ -	$ -	$ -	$ -

CITY OF PHARR
COMPONENT UNITS
PROPOSED BUDGET 2021-2022

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
GREATER PHARR CHAMBER OF COMMERCE
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Memberships	$ 27,950	$ 20,000	$ 20,000	$ 34,900	$ 30,000
Sponsorships	33,000	28,200	28,200	50,860	51,400
Transfer In	218,400	218,400	221,200	221,200	218,400
Total	$ 279,350	$ 266,600	$ 269,400	$ 306,960	$ 299,800
EXPENSES					
Personnel	$ 107,750	$ 179,800	$ 179,900	$ 140,475	$ 185,600
Supplies	7,822	10,500	57,600	17,502	54,500
Maintenance	-	3,500	3,500	500	3,500
Rentals	-	1,000	1,000	-	1,000
Other Services	43,799	71,800	65,100	59,780	55,200
Total	$ 159,371	$ 266,600	$ 307,100	$ 218,257	$ 299,800
Net Revenues Over/(Under) Expenses	$ 119,979	$ -	$ (37,700)	$ 88,703	$ -

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PEDC II FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Sales Tax	$ 5,375,127	$ 5,381,000	$ 5,381,000	$ 5,841,636	$ 6,075,400
Interest	90,493	99,900	99,900	44,825	30,000
Debt Proceeds	-	-	-	-	12,000,000
Other	2,048,871	250,400	250,400	205,245	193,200
Total	$ 7,514,491	$ 5,731,300	$ 5,731,300	$ 6,091,705	$ 18,298,600
EXPENSES					
Personnel	$ 554,940	$ 624,700	$ 630,300	$ 565,982	$ 689,300
Supplies	11,467	23,500	23,500	7,987	23,500
Maintenance	20,263	75,000	75,000	17,255	78,000
Rentals	4,772	7,200	7,200	5,178	7,200
Other Services	605,580	743,100	743,100	608,055	660,100
Vehicle Maintenance	1,160	1,800	1,800	406	1,300
Debt Service	2,298,672	1,562,700	1,562,700	1,562,700	2,186,000
Capital Outlay	182,135	50,000	50,000	18,164	50,000
Non-Departmental	647,313	1,124,300	1,124,300	480,000	916,400
Transfers Out	1,487,500	1,519,000	1,521,800	1,521,800	13,686,800
Total	$ 5,813,802	$ 5,731,300	$ 5,739,700	$ 4,787,526	$ 18,298,600
Net Revenues Over/(Under) Expenses	$ 1,700,689	$ -	$ (8,400)	$ 1,304,179	$ -

CITY OF PHARR, TX
BLENDED COMPONENT UNIT
TAX INCREMENT REINVESTMENT ZONE #1 FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500
Other					
Total	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500
EXPENSES					
Incentives	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 559,154	$ 802,700	$ 802,700	$ 802,700	$ 977,500

CITY OF PHARR, TX
BLENDED COMPONENT UNIT
TAX INCREMENT REINVESTMENT ZONE #2 FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Property Tax	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600
Other					
Total	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600
EXPENSES					
Incentives	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 615,776	$ 669,200	$ 669,200	$ 669,200	$ 834,600

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHARR HOUSING FINANCE CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Development Fees	$ -	$ -	$ -	$ -	$ -
Other	5,501	6,000	6,000	-	-
Total	$ 5,501	$ 6,000	$ 6,000	$ -	$ -
EXPENSES					
Professional Fees	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -
Net Revenues Over/(Under) Expenses	$ 5,501	$ 6,000	$ 6,000	$ -	$ -

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHFC/JACKSON PLACE APARTMENTS CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2019-2020	ORIGINAL BUDGET 2020-2021	AMENDED BUDGET 2020-2021	PROJECTED ACTUAL 2020-2021	PROPOSED BUDGET 2021-2022
REVENUES					
Rent Revenue	$ 2,489,926	$ 2,491,900	$ 2,491,900	$ 2,892,735	$ 3,083,200
Other	178,410	158,000	158,000	602,702	200,000
Total	$ 2,668,336	$ 2,649,900	$ 2,649,900	$ 3,495,437	$ 3,283,200
EXPENSES					
Personnel Services	323,585	275,000	275,000	353,878	364,500
Maintenance	124,052	142,700	142,700	76,794	79,100
Other Services	223,149	220,800	220,800	192,717	198,700
Capital Outlay	30,157	-	-	-	-
Debt Service	2,254,044	2,250,100	2,250,100	2,250,100	2,250,100
Other	338,747	334,500	334,500	379,294	390,800
Total	3,293,734	3,223,100	3,223,100	3,252,784	3,283,200
Net Revenues Over/(Under) Expenses	$ (625,399)	$ (573,200)	$ (573,200)	$ 242,654	$ -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: Administration

DIRECTOR: Melanie Cano

Agenda Item: Presentation of Texas Manufacturing Assistance Center (TMAC) update on the Strategic Planning process.

Classification: Closed Session
(* If closed session, City Attorney must review and approve.)

Issue: The City has partnered with the Texas Manufacturing Assistance Center (TMAC-UTRGV) to assist with the City's Strategic Plan. The initial process started with the evaluation of the City's Comprehensive Master Plan, where staff was assigned to determine the current status of the goals, objectives and actions that are included in the 2015 Comprehensive Master Plan.

Fiscal Consideration: N/A

Staff Recommendation: No action needed.

Alternatives: N/A

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

ROUTING:

Melanie Cano	Created/Initiated - 9/3/2021
City Management Office	New -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: August 17, 2021
MEETING DATE: September 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for Twin Span Bridge, CSJ #0921-02-479

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

Issue: The Economically Disadvantaged County (EDC) Program allows for a reduction in the local participation amount for construction. Based on an estimated total Sate/Federal construction contribution cost of $2,000,000 for the Twin Span Bridge, the reduction in local participation is from 20% ($400,000) to 7% ($140,000) for a total adjustment of 65%.

Fiscal Consideration: The 65% adjustment to the local participation reduces the amount from 20% or $400,000 to 7% or $140,000. The total of reduction is $260,000. No payment to the State is needed at this time.

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the Twin Span Bridge, CSJ #0921-02-479.

Alternatives: Pay the full local participation amount of 20% or $400,000

Exclude Material from Public Packet? No
Reason: Do not exclude from Public Packet.

ROUTING:

Omar Anzaldua	Created/Initiated - 8/17/2021
Omar Anzaldua	Approved - 9/1/2021
Ignacio Amezcua	Approved - 9/1/2021
Patricia Rigney	Approved - 9/1/2021
Karla Saavedra	Approved - 9/3/2021
City Management Office	New - 1/1/1900

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____ , a notary public in and for the State of of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city / county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____ , to certify which witness my hand and seal of office.

My commission expires _____ , _____ .

_____
Official Signature

_____
Printed or stamped name of Notary

DocuSign Envelope ID: 5843AB3E-1E69-40ED-AF71-493146615CDF

Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

August 16, 2021

Dr. Ambrosio Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Economically Disadvantaged Counties (EDC) Program Application
Twin Span Bridge
CSJ# 0921-02-479

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Ms. Melba Schaus, P.E., District Planning Engineer, via e-mail at Melba.Schaus@txdot.gov for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Should you have any questions regarding this reduction please contact Ms. Melba Schaus, District Planning Engineer, or me at (956)702-6100.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Melba R. Schaus, P.E., District Planning Engineer
Rene Garza, P.E., TxDOT Pharr Area Engineer
Margil Maldonado Jr., P.E., Advanced Project Development Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager
Omar Anzaldua, P.E., City of Pharr Engineer/RPIC

DocuSign Envelope ID: 5843AB3E-1E69-40ED-AF71-493146615CDF

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo APPLICANT City of Pharr

District Contact Information

NAME: Melba Schaus TELEPHONE: 956.702.6181

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)? 70,400

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-479
ESTIMATED LETTING DATE	August-24

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

At Pharr International Bridge

PROJECT SCOPE- Give type of work.

Construct Twin Span Bridge

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Pharr is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 65

1.	2.	3.		4.	5.
Project Component	Est. Total Cost ($)	Local Participation (%)		Est. Required Local Match ($)	Local Participation After Adjustment ($)
Construction	$2,000,000.00	20%		$400,000.00	$140,000.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL	**$2,000,000.00**			**$400,000**	**$140,000**

Approved by: _____ Date: _____

District Engineer

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: August 23, 2021
MEETING DATE: September 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. for lobbying services.

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

Issue: Hollis Rutledge and Associates, Inc. (HRA, Inc.) has been assisting the City with planning, federal and state relations services, administrative and grant writing services at the current monthly retainer fee of $6,000 plus expenses previously approved by the City in performance of services. (Project# 1718-01-510-S027-001)

Fiscal Consideration: $6,000 per month plus expenses previously approved.

Staff Recommendation: Staff recommends renewal of agreement.

Alternatives: Not to renew agreement.

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

ROUTING:

Imelda Barrera	Created/Initiated - 8/23/2021
Karla Saavedra	Approved - 8/30/2021
Patricia Rigney	Approved - 8/30/2021
City Management Office	New - 1/1/1900

HOLLIS RUTLEDGE AND ASSOCIATES INC.
Business Management • Marketing Consultants • Real Estate •Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

523 Conway Avenue, Ste. 3, 2nd Fl.
Mission, TX 78572
Phone: 956-583-0002
Fax: 956-583-0500

Edward Wylie
Interim City Manager
118 S Cage Blvd
Pharr, Texas 78577
Cc: Cynthia Garza

Dear Mr. Wylie:

It has been a pleasure for Hollis Rutledge and Associates, Inc. (HRA, Inc.) to serve the City of Pharr. The business relationship between Hollis Rutledge and Associates, Inc. has greatly benefited the City of Pharr and the community it serves. We have worked with private, state, and federal officials and organizations on multiple governmental and legislative issues to benefit the City of Pharr and the Pharr International Bridge. The organizations assisting Pharr and the Pharr International Bridge have included: the Texas Governor's Office, the Texas Lt. Governor's Office, the Texas Attorney General's Office, the Texas Secretary of State's Office, Texas Department of Agriculture, US State Department, US General Services Administration, US Department of Homeland Security-FEMA, US Department of Commerce, Texas Department of Transportation, Texas Parks and Wildlife, Texas Water Development Board, US Department of Housing and Urban Development, Governor's Office of Economic Development, the Offices of the US Senators and Congressmen, State legislators, and others. We look forward to a continued successful relationship between Hollis Rutledge and Associates, Inc., the City of Pharr, and the Pharr International Bridge. The continued services will include planning, state and federal relations, and grant-writing services. Our firm provides multiple services in the area of state and federal relations including but not limited to coordination of legislation, appropriation requests, representation, mitigation of issues, and grant applications with state and federal agencies, as appropriate. HRA Inc. has a staff of 8 individuals with experience of 174 years combined.

We appreciate the ongoing relationship with our firm and look forward to continuing to serve your community and are proposing to continue planning, federal and state relations services, administrative and grant-writing services at the current monthly retainer fee of $6,000 plus expenses. Attached are two copies of the proposed agreement for your consideration (See Attachment A). Should you need any additional clarification or information, please call me at 583-0002 (office) or 956-497-9979 (cell) if you have any questions.

Sincerely,

Hollis V. Rutledge Jr.

Hollis V. Rutledge, Jr.

ATTACHMENT A

Proposed Agreement

PROFESSIONAL. SERVICES AGREEMENT

Between

CITY OF PHARR and HOLLIS RUTLEDGE & ASSOCIATES, INC.

This agreement is made by between HOLLIS RUTLEDGE & ASSOCIATES, INC. (hereinafter "RUTLEDGE") a domestic entity, and CITY OF PHARR, a political subdivision of the State of Texas (hereinafter "City") also cumulative known as "Parties" The parties agree that Rutledge shall provide its corporate formation filings, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement.

1. Conditions. The following terms conditions shall be completed within the effective term of this agreement by Rutledge:

   (a) consultation and legislative support and planning with United States federal authorities, agencies, and congressional officials related to municipal growth, financial and grant assistance, economic development and domestic and international affairs, and other public relations materials or activities of mutual interest; and

   (b) consultation and legislative support and planning with Texas state authorities, agencies, and legislative officials related to municipal growth, financial and grant assistance, economic development and domestic affairs, and other public relations materials or activities of mutual interest.

   (c) The parties agree that Rutledge shall also provide grant-writing services as part of this agreement that includes submission of applications and supporting materials. All information exchanged is subject to the restricted privacy policy of both parties and related third parties.

   (d) City shall pay Rutledge $6,000.00 monthly at the beginning of each month plus expenses approved by the City in performance of services.

   (e) Rutledge shall provide written reports to the governing body and City administration on a quarterly basis of all services, support, and other activity. Rutledge shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. Term. The term of this Agreement shall commence on the 1st day of October, 2021 and shall expire on the 30th day of September, 2022.

3. Termination/Default. Either Party may terminate this Agreement prior to the expiration of the term with or without cause upon delivery of thirty (30) days written notice.

4. Applicable law; Venue. It is agreed that laws of the United States and Texas shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.

5. Independent Contractor/Non-Disclosure. The parties stipulate and agree that:

   (a) Rutledge shall be an independent contractor for all purposes under this Agreement, and as such, no part of Rutledge's work-product, methods, or process provided to City shall be directed or controlled by City;

   (b) Rutledge is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) Rutledge will provide its own equipment, supplies, and necessities to perform under this agreement;

   (d) Rutledge acknowledges and agrees that it may be personally liable for self-employment taxation;

   (e) Rutledge is not entitled to any benefits as may be applicable to the personnel of the City;

   (f) Rutledge further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third-party including but not limited to any other domestic or foreign municipality unless authorized by City.

6. Modification/Waiver. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings

between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

7. Severability. If any provision, or any portion of this agreement is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this agreement.
8. Entire Agreement/Merger. This document is intended by the parties as the final, merged, and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.
9. Indemnification. Rutledge agrees to fully indemnify and hold harmless the City and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from the services arising from this agreement.

EXECUTED this ____ day of September, 2021.
CITY OF PHARR

_____
Ambrosio Hernandez, Pharr Mayor

_____
Hollis Rutledge, HRA, Inc. President

ATTACHMENT B

Hollis Rutledge and Associates, Inc. Report

HOLLIS RUTLEDGE & ASSOCIATES INC.

Business Management • Marketing Consultants • Real Estate • Governmental Affairs

City of Pharr Status Report

August 2021

COPS Hiring Grant

HRA, Inc. worked on COPS Hiring Grant that was submitted on 6/22/21. This grant is to hire an additional 20 police officers for the next three years with only a 25% match made by the city. Awards to be made early Fall 2021.

COPS Mental Health Grant

HRA, Inc. worked on COPS Metal Health Grant. Grant was submitted on 6/17/21. Awards expected to be made early Fall.

NTIA Broadband Infrastructure Grant

HRA Inc. worked on the application for the NTIA grant to improve/create broadband infrastructure in the City of Pharr. HRA, Inc. attended informational webinar on 6/10/21. On 6/18/21 HRA, Inc. attended a scheduled meeting at the City of Pharr to discuss NTIA grant language and eligible uses. On 6/25/21 HRA, Inc. attended meeting at the City of Pharr with Congressman Vela's office to discuss grant language. HRA, Inc. attended conference call with Robert Peche on 7/15/21 to discuss possible funding opportunities for Broadband Infrastructure. Project was assigned to another firm.

U.S Dept. of Commerce-Economic Development Agency

HRA Inc. worked with Pharr to prepare a new EDA grant application. The application was **awarded for $2 million** and will be used to construct the needed infrastructure for job creation in the City of Pharr in regards to the School of Nursing.

Valley Baptist Foundation

HRA Inc. has been working with city staff to submit a Valley Baptist Foundation Grant for a proposed park project. Grant was submitted and **successfully awarded to the City in the Amount of $500,000.**

Census Grant

HRA Inc submitted $50,000 grant to the Valley Baptist Foundation and was awarded for Census activities within city of Pharr. **Grant was successfully awarded to the City in the amount of $50,000.**

FEMA Assistance to Firefighters Grant

HRA Inc. worked with the Pharr Fire Department to submit grant to the Assistance to Firefighters program to hire additional firefighters. Grant request was to hire 9 additional fire fighters for the department. **Grant in the amount of $1,475,833 was awarded to the City.**

Assistance to Firefighters COVID Grant

HRA Inc submitted AFG-COVID grant that allow for Fire Departments to request funding for COVID-19 PPE equipment. This includes gowns, gloves, covers, respirators, and face masks. **Amount request for $25,000 was awarded.**

Pharr Bridge

HRA Inc. worked with Pharr to secure Presidential Bridge extension for construction of additional lanes to the City of Pharr Bridge. Secured a letter of support from Governor Abbott. Was able to assist in securing an approval by President Donald Trump on December 31, 2020.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to approve the advertising with Inbound Logistics A Thomas Company from New York, New York in the amount of $50,000 for a period of 12 months.

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

Issue: On August 18, 2021, the Bridge Board approved advertising with Inbound Logistics for one (1) year.

Fiscal Consideration: $4,166.66 per month for a total of $50,000 for the year.

Staff Recommendation: Approval to continue advertising with Inbound Logistics and continue to participate in their supply chain leaders conference and meetings, which gives us a unique platform on International trade panels to introduce the Pharr International Bridge to different industries, in different regions, to key industry leaders. Part of the package includes an online logistics planner profile, social network support including Twitter, LinkedIn & Facebook, DiaLog eNewsletter, 2 website banner ads, Podcasts as well as the publication in English and Spanish. The Pharr international Bridge has advertised with them since 2015.

Alternatives: N/A

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

ROUTING:

Vanessa Guzman	Created/Initiated - 8/24/2021
Luis Bazan	Approved - 9/3/2021
Ignacio Amezcua	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
Karla Saavedra	Approved - 9/3/2021
City Management Office	New - 1/1/1900

The Industry Authority for Logistics and Supply Chain Management Professionals

Vanessa Guzman
Marketing
Pharr International Bridge

Guillermo Almazo
Publisher Inbound Logistics Latam
212.629.1562 Publisher@il-latam.com

Platform IL

68,000+ Audited subscribers

MAGAZINE EDITIONS
Reach responsive and motivated readers who understand total cost of logistics ownership and who need the best services and solutions to stay competitive.

18,000+ Audited Monthly Subscribers*

DIGITAL EDITIONS
On mobile phone, tablets, and desktop, your branding and sponsored content message reaches responsive readers any way they want it.
*(*Plus an additional 10,000+ monthly unaudited readers)*

15,000+ Audited Users

APPS
Whether on Apple or Android, your branding and sponsored content will reach a captive and responsive audience in the IL app ecosystem.

100,000 Audited Monthly Visitors

WEBSITE
With approximately 180,000 audited page views per month, Amazon Alexa ranks inboundlogistics.com in the top 1% of all websites in the world.

150,000 to 200,000 Audited Recipients

DIALOG NEWSLETTER
IL's audience of readers responds to a variety of e-newsletters to fit your marketing mission—from custom content to whitepapers to leadgen, and across all industries and titles.

200,000+ Audited Reach

WHITEPAPERS
Promote your whitepapers across IL's entire platform—magazine editions, e-newsletters, apps, and evergreen on inboundlogistics.com.

326,000+ Audited Followers

LINKEDIN BUSINESS NETWORK
Generate instant response by posting your brand, sponsored content, or solutions on the largest LinkedIn audience in B2B publishing audited by BPA.

95,000 Audited Narrowcasts

PODCASTS
In the plane, train, or automobile, you'll reach top decision-makers with your thought leadership and solutions expertise when and where they want it. Also featured on Amazon Alexa on demand.

30,000+ Audited Views

VIDEO
Leverage your video investment on *IL*'s YouTube channel or by including a corporate video in your Logistics Planner Profile.

54,000+ Audited Followers

SOCIAL MEDIA NETWORK
Need quick exposure to promote a post, whitepaper, video, or expansion announcement? Tap into IL's robust and responsive Twitter and Facebook network, which logs approximately 100 user interactions daily.

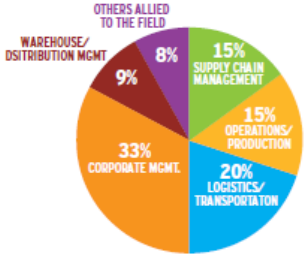
All Channels are audited by BPA Worldwide

Who Sees Your Ad?

INBOUND LOGISTICS READERS:

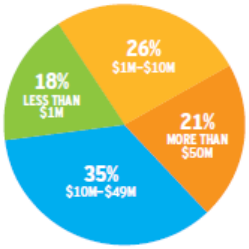
- Corporate Management
- Logistics, Transportation, and Supply Chain Management
- Purchasing, Operations, Marketing, and Inventory Management
- Manufacturers, Retailers, Wholesalers/ Distributors, Transportation Carriers, and 3PLs
- A mix of Fortune 1000, mid-sized, and smaller companies

WHO SEES YOUR AD? They all do! These are the job titles of *Inbound Logistics* readers. Sell your solutions to the entire team, from CEO to front line operations managers:



OUR READERS ARE BUYERS!

Look at what *Inbound Logistics* readers spend on transportation and logistics each year:



INBOUND LOGISTICS READERS BUY:

- Transportation, Logistics & Supply Chain Services
- Supply Chain Technology Services
- Outsourcing Services
- Equipment
- Materials Handling Systems
- Site Location / Logistics Real Estate Services
- Warehousing & Distribution Services
- Fleet Services
- Global Shipping Services, and more

READER COMPANIES INCLUDE:

3M
Amazon
American Airlines
Apple
Bacardi
Best Buy
Big Lots
Blue Apron
Campbell Soups
Carnival Cruise Lines
Carvel
Chevron
Coca Cola
Colgate Palmolive
Costco
CVS
Del Monte
Disney
Dole
Dollar General
Dow Chemical
Dunkin' Donuts
Elizabeth Arden
ExxonMobil
Fiat Chrysler
GE Appliances
General Mills
Hershey Company
Hyundai-Kia
Johnson & Johnson
Kellogg's
Keurig
Lancaster Foods
Mastercard
Microsoft
Nestle Purina
Nike
Ocean Spray
Pepsi
Procter & Gamble
Raytheon
Sherwin Williams
Target
Tesla
US Air Force
Weyerhaeuser
Walgreens
Walmart...

...and many more

Inbound Logistics Advertising Options

Program / Oct 2021 – September 2022

5 Web ads.
8 newsletter ads.
6 Inbound Logistics Full Page ads. (2020 October-November)(2021 Planner Janaury – March – July – September)

Online ads (Home Page)

50% SOV

October	Top Banner	600x60
December	Top Banner	600x60
January 2022	LeaderBoard	728x90
April 2022	LeaderBoard	728x90
July 2022	Box 2	300x250

Home Page & ROS

50% SOV

March 2022	Top Box	300x250

Dialog eNewsletter

November	Top Banner	600x60
December	Top Banner	600x60
February 2022	First Banner	468x60
April 2022	First Banner	468x60
May 2022	Second Banner	468x60
June 2022	Third Position	468x60
August 2022	Second Banner	468x60
September 2022	Second Banner	468x60

Social Media (2 Facebook postings + 2 Twitter Postings)

$50,000.00 US DLLS

Advertising

Print / Digital and App Magazine Editions

- Advertising placed within or next to editorial content.
- Full Page and Fractional Ads.
- Premium Positioning, Tip-ins, Split Front Covers, Belly Bands and more are also available.

Download Issues at:

- bit.ly/DIGITALIssues

- See Rate Card

InboundLogistics.com

Banners:

- Super Leaderboard & Anchored Super Leaderboard (970 x 90)
- Leaderboard (728 x 90)
- Top & Bottom Banners (600 x 60)
- Boxes, In Article Box (300 x 250)

Ways to Buy:

- Home Page Only
- Run of Site with Home Page
- ROS without Home Page

- Purchased on a flat rate basis for the month at 50% Share of Voice (SOV) within the position.

- www.InboundLogistics.com

- See Rate Card

Knowledgebase

SPONSORED CONTENT
KNOWLEDGE BASE

Overcoming Omni-channel Challenges in Retail

John Jergens
Vice President
Global Sales, Crane
Worldwide Logistics
John.Jergens@
craneww.com

Supply chains should allocate product across today's complex omni-channel networks to fulfill customer demand.

In today's inbound logistics supply chain, companies, especially retailers, continue to focus on that critical path from purchase order placement to delivered DC and availability for order allocation. Flexible supply chains that can allocate product across today's complex omni-channel networks quickly and accurately are most often the winners in fulfilling customer demand. Allocating that product at the last possible moment to the right channel can be a difficult task.

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Crane Worldwide is a full-service air, ocean, trucking, customs brokerage, and logistics company. Crane Worldwide has the team in place to understand your supply chain challenges and help you overcome them. We know that not having your product on shelves impacts your bottom line. We are dedicated to ensuring your supply chain is more efficient, reliable, and profitable.

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34 Inbound Logistics • August 2018

An educational, non-promotional sponsored editorial column on an industry related topic of interest to the audience.

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- In print, digital and App editions.
- Web, enewsletter and social media distribution.
- Optional Podcast add on available.

- bit.ly/knwledge

- **$7988**
- Add a Podcast **$500**

Thought Leaders

THOUGHT LEADERS

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API Trumps EDI. We Tell You Why.

MARTIN HUBERT

CEO, Freightgate
sales@freightgate.com
+1 (714) 799-2833
www.freightgate.com

Q: *Why invest in an API solution?*

The transportation industry is changing and it's changing fast. There are new players in the market like Uber Freight and they have a head start with their digitalization strategy. Offering a cheap and reliable service will not be enough when all of your competitors have moved forward.

Many problems can't be solved by EDI connectivity. With rating and routing, for example, instant feedback is vital. Batch processing is outdated, expensive to maintain, and too rigid and slow to work well in the dynamic world of logistics—time to move on.

Q: *How would I go about leveraging a best-in-class, scalable rate engine instead of wasting time and money by trying to re-invent the wheel?*

Developing and maintaining a best-in-class, cloud-based rating solution is an extensive endeavor requiring a great breadth of knowledge. We have seen a substantial increase in inquiries regarding leveraging our rate engine via API access by various different sub-systems on the client side. By establishing strategic partnerships with our customers we give them a competitive advantage and an opportunity to access a broader range of resources and expertise. This fosters innovation to help generate new ideas, develop better products, and save costs.

Our customers trust us with these inquiries because we offer the only commercially available solution supporting the DOT (Department of Transportation) endorsed API framework for Electronic Freight Management (EFM). No wonder, as we have been the innovation leader since 1994, as the first to offer web-service enabled tracking & tracing, rate management, and built-in carbon footprint modeling.

Q: *How much effort does it take to implement a solution like that?*

We use a guideline of approximately 4-8 weeks, depending on your own infrastructure.

Trusting an experienced solution provider like Freightgate definitely pays off because it reduces your risks and gives you the opportunity to start immediately. In today's world, time to market is more important than ever before.

Q: *Are there any limitations?*

You can easily handle hundreds of thousands of transactions. In terms of availability and accessibility, only a proficient and knowledgeable cloud solution provider is able to maintain a stable business process. With Freightgate, we maximize your system's availability. We offer any-any rating and routing APIs, either mode specific (FCL, LCL, AIR, FTL, LTL, Rail, Parcel) or as a super-set mixed mode comparison allowing cross-modal optimization. In the latest version, we've added a mash-up that will also consider spot rate requests.

Q: *What are the advantages of using a state-of-the-art API?*

- Immediate deployment
- Vast scalability
- Proven technology
- Unmatched dynamic routing (door-door, any-any, etc.) for ALL modes
- Built-in CO modeling
- Cross modal comparison
- Multidimensional security

Q: *What should you be looking for in a cloud partner?*

- Experienced
- One-stop shop
- Certified
- SLA guarantees

36 Inbound Logistics • November 2017

Sponsored editorial Q&A highlighting expert's perspectives on the marketplace.

Platform Distribution:

- In print, digital and App editions.
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Solved!

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Supply Chain Challenge?
SOLVED!

Supply Chain Transformation

Bunzl Distribution USA streamlines its inbound supply chain with help from Amber Road.

THE CHALLENGE

Bunzl Distribution USA supplies various plastic packaging and disposable paper products to food processors, supermarkets, retailers, convenience stores and other users. With worldwide sales in excess of $6 billion, Bunzl has more than 3,500 employees and 90-plus warehouses that serve all 50 U.S. states, Canada, the Caribbean, and parts of Mexico. To deliver higher levels of customer service, Bunzl wanted to transform and streamline its entire supply chain. Bunzl's internal branches needed to establish a comprehensive track-and-trace system for real-time visibility into their import shipments in transit.

THE SOLUTION

Bunzl selected Amber Road's solution for its ability to provide supply chain visibility and compliance solutions on a single platform, as well as its broad international trade content and strong standing in the marketplace. Integrated with Bunzl's order management system and connected with six carriers, Bunzl was able to significantly streamline its inbound supply chain. The company has a centralized import process where all its branches access all compliance reference data, in-transit shipment and inventory levels, and all import transactional data. This has improved coordination across the company to meet higher service level agreements and to reduce supply chain costs.

The distributor has reduced fees associated with demurrage, detention, and per diem as a result of providing internal and external customers with increased visibility to their inventory in-transit and allowing for better planning. Brokerage and entry fees have also been reduced, since Bunzl can now pay its carriers directly, instead of paying via brokers. Furthermore, Bunzl has streamlined its payment process by establishing in-transit milestones to pre-determine when to initiate the payment process.

Amber Road
POWERING GLOBAL TRADE®

To learn more about Amber Road's solutions, email Solutions@AmberRoad.com or visit www.AmberRoad.com.

34 Inbound Logistics • May 2016

Know how to solve a supply chain problem? Tell Inbound Logistics' audience about it with Solved! Describe the challenge and your solution with this case study content marketing opportunity.

Platform Distribution:

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- bit.ly/SCSolved

- Stand alone Case Study: **$7988**
- Display Ad plus Case Study: **+ $995**

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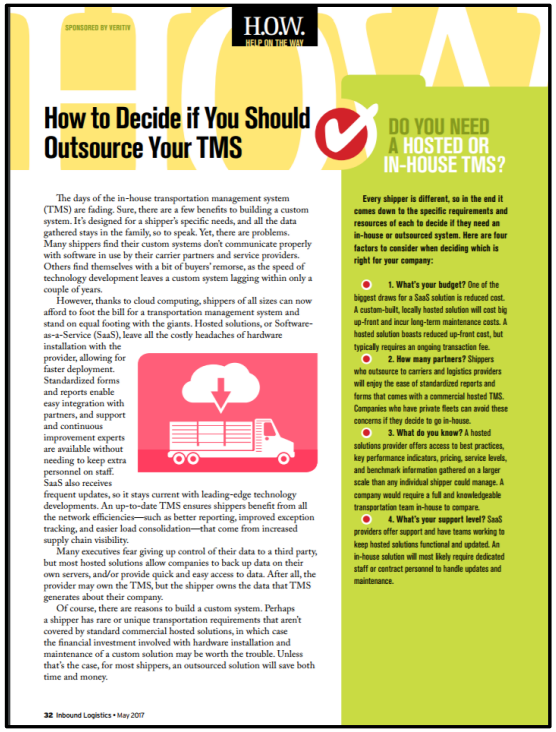

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HELP ON THE WAY

How to Decide if You Should Outsource Your TMS

The days of the in-house transportation management system (TMS) are fading. Sure, there are a few benefits to building a custom system. It's designed for a shipper's specific needs, and all the data gathered stays in the family, so to speak. Yet, there are problems. Many shippers find their custom systems don't communicate properly with software in use by their carrier partners and service providers. Others find themselves with a bit of buyers' remorse, as the speed of technology development leaves a custom system lagging within only a couple of years.

However, thanks to cloud computing, shippers of all sizes can now afford to foot the bill for a transportation management system and stand on equal footing with the giants. Hosted solutions, or Software-as-a-Service (SaaS), leave all the costly headaches of hardware installation with the provider, allowing for faster deployment. Standardized forms and reports enable easy integration with partners, and support and continuous improvement experts are available without needing to keep extra personnel on staff. SaaS also receives frequent updates, so it stays current with leading-edge technology developments. An up-to-date TMS ensures shippers benefit from all the network efficiencies—such as better reporting, improved exception tracking, and easier load consolidation—that come from increased supply chain visibility.

Many executives fear giving up control of their data to a third party, but most hosted solutions allow companies to back up data on their own servers, and/or provide quick and easy access to data. After all, the provider may own the TMS, but the shipper owns the data that TMS generates about their company.

Of course, there are reasons to build a custom system. Perhaps a shipper has rare or unique transportation requirements that aren't covered by standard commercial hosted solutions, in which case the financial investment involved with hardware installation and maintenance of a custom solution may be worth the trouble. Unless that's the case, for most shippers, an outsourced solution will save both time and money.

DO YOU NEED A HOSTED OR IN-HOUSE TMS?

Every shipper is different, so in the end it comes down to the specific requirements and resources of each to decide if they need an in-house or outsourced system. Here are four factors to consider when deciding which is right for your company:

1. What's your budget? One of the biggest draws for a SaaS solution is reduced cost. A custom-built, locally hosted solution will cost big up-front and incur long-term maintenance costs. A hosted solution boasts reduced up-front cost, but typically requires an ongoing transaction fee.

2. How many partners? Shippers who outsource to carriers and logistics providers will enjoy the ease of standardized reports and forms that comes with a commercial hosted TMS. Companies who have private fleets can avoid these concerns if they decide to go in-house.

3. What do you know? A hosted solutions provider offers access to best practices, key performance indicators, pricing, service levels, and benchmark information gathered on a larger scale than any individual shipper could manage. A company would require a full and knowledgeable transportation team in-house to compare.

4. What's your support level? SaaS providers offer support and have teams working to keep hosted solutions functional and updated. An in-house solution will most likely require dedicated staff or contract personnel to handle updates and maintenance.

32 Inbound Logistics • May 2017

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- Web and social media distribution.

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- Podcast = **$2000**

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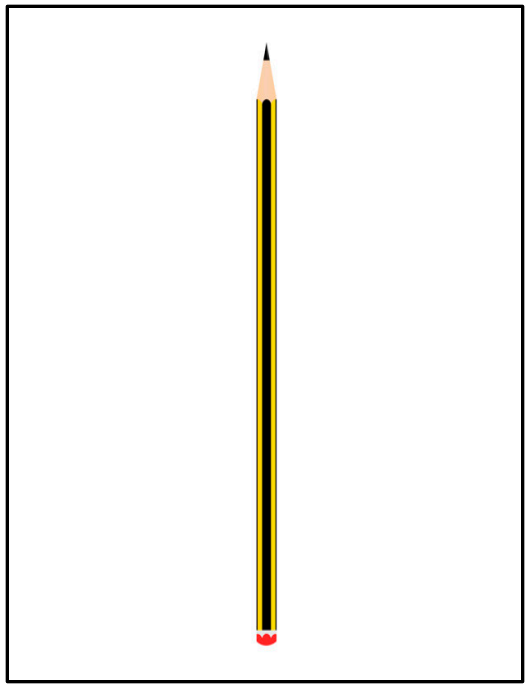

A way to deliver your message, brochures, whitepapers, solution briefs, etc.

Platform Distribution:

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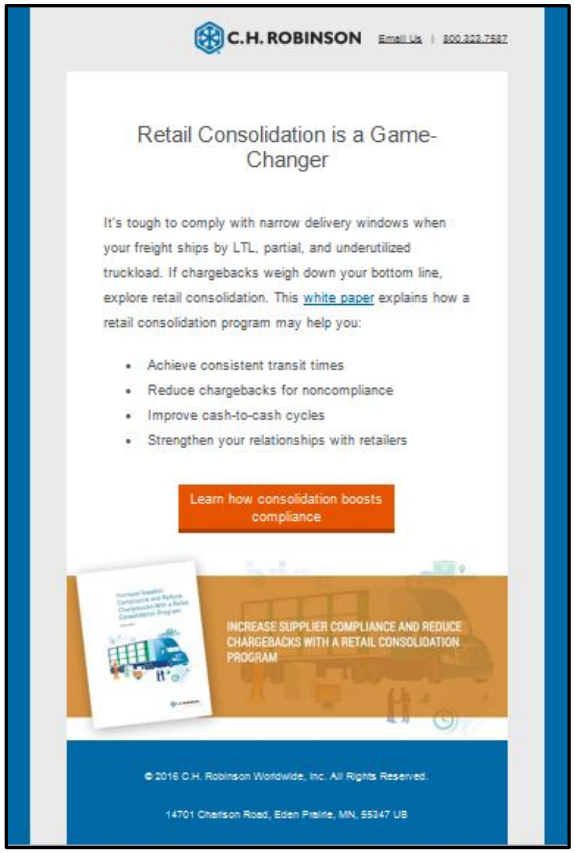

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HTML based individual enewsletter promoting live or on-demand webinars, whitepapers, corporate solutions, branding, etc.

Platform Distribution:

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- Inbound Logistics template and hosting also available.

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FINANCIAL, INSURANCE & PAYMENT SERVICES FOR YOUR SUPPLY CHAIN

10 Tips to Mitigate Supply Chain Risk

Supply chain risk comes from many areas, including natural disasters, acts of war or terrorism, supplier bankruptcy, theft, damage and data breaches. In a recent survey*, more than 75% of companies reported at least one supply chain disruption in the past 12 months. And nearly one in five of them went out of business within 18 months. Companies must develop plans to prepare for, and help reduce, the impact disruptions can have on their bottom line. By Dave Zamsky, Vice President/Sales & Marketing, UPS Capital.

1. Evaluate and Identify Current Risks. Take a critical look at your business and identify areas with risk exposure. Identify and evaluate potential supply chain disruption scenarios.

2. Prioritize by Probability and Impact. Covering every scenario is impossible, so prioritize potential risks by the likelihood they could actually take place. Then estimate the financial and brand impact of each event. Develop mitigation contingency plans, starting with the most likely and highest-impact risk scenarios.

3. Ensure Supplier Quality. Suppliers can impact your company's reputation. In addition to ensuring the quality of suppliers' goods, be aware of how they treat employees, source materials and interact with other partners. Conduct financial due diligence to ensure long-term supplier viability.

4. Diversify Suppliers. Don't rely on one source for materials or products. It's desirable to source from low-cost locations around the world, but if goods can't be delivered in a timely manner, your supply chain becomes vulnerable. Establish reliable secondary suppliers in different regions to minimize this risk.

5. Be Aware of Suppliers' Risks. Be aware of risks your suppliers may face, including regulations compliance, country risk, economic and political conditions or anything that may impact their ability to serve you.

6. Include Partners in Risk Planning. Work with suppliers, transportation carriers, data management centers and customers to ensure they have disaster recovery and business continuity plans that align with yours. Involving them in risk management planning reinforces their importance as a partner and elevates their role in risk mitigation.

7. Purchase Cargo Insurance. Insurance is important in many facets of life. It should be just as important in your supply chain. Start by understanding that carrier liability is not insurance. Then find a cargo insurance provider who can protect in-transit shipments, as well as warehoused goods, against loss or damage anywhere in the world, no

UPS Capital®
Not bad... until it's your container.
Protect yourself

10 Tips

Special release sponsored editorial enewsletter providing practical, actionable advice.

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- Includes 2 branding banners:

Top Banner	600 x 60
Skyscraper	120x600

- Bonus social media distribution.
- Optional Podcast add on available.

- bit.ly/TipsTen

- **$6795 Net**
- Add a Podcast **$500**

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SUPPLY CHAIN INSIGHTS

Free downloads of the latest supply chain information

November 2017

Think Like a Big Shipper
Offered by enVista

Many small and mid-sized shippers suffer from the mindset of, "I'm not Walmart." This approach assumes that size and sophistication are necessary to achieve meaningful transportation costs savings. However, shippers of all sizes can always develop and implement strategies that have a return on investment. You don't have to be a big shipper to obtain similar savings – simply think and act like one! Read our white paper to learn more. **DOWNLOAD NOW...**

Supply Chain Visibility
Offered by SEKO Logistics

The emergence of supply chain software providers in the cloud that span the entire supply chain is happening now. This shift will provide the smaller hard goods manufacturers and distributors more efficient and collaborative supply chains which ultimately lower cost and increase profitability. **DOWNLOAD NOW...**

Inbound Terms Conversion Best Practices
Offered by Unyson

Many companies remain unaware of just how much their inbound freight costs them because these charges are "buried" in the prices they pay for the goods. "Collect" payment terms allow companies to pay for their own inbound transportation costs rather than their vendors. This not only gives a company greater control over their network—often resulting in greater visibility, tracking, and monitoring—but is frequently more cost-effective as well. **DOWNLOAD NOW...**

The Correlation Between Service And Savings In The Supply Chain
Offered by Hub Group

To increase savings, business leaders must concentrate on the total cost of the supply chain, rather than just transportation prices. The right company acts like a business partner and takes into consideration transportation, operations and inventory costs to help a network operate more efficiently. What is your transportation and logistics provider doing for you? What should they be doing? **DOWNLOAD NOW...**

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Supply Chain Insights

A collection of industry best practices papers, solution briefs, videos and whitepapers.

Platform Distribution:

- 150,000 Recipients
- Print, Digital & App editions.
- Web, enewsletter and social media distribution.
- Optional Podcast add on available.
- Inbound Logistics template and hosting also available.

- bit.ly/WPDEnews

- Position based pricing - **$2275 to $1775**

Dialog

Inbound Logistics content enewsletter.

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Premium Banner	600 x 60
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Skyscraper	120 x 600
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In-Line Ad	Text

- bit.ly/DiaLogEnews
- Position based pricing - **$775 to $2800**

The Logistics Planner

The Logistics Planner is the premier supply chain and logistics resource and a guide to the market leaders.

Package:

- Full Page – Ad, Knowledgebase, etc.
- Company Profile
- Print, Digital, App and Web

Extras:

- Online Lead Generation Tool
- Social Media Distribution of Profile
- Bonus Trade Show Distribution

- **$8250**
- Add a Video @ $995 Net

- bit.ly/LogisticsPlnr

Company Profile

Print, Digital & App

logistics 2018 LOGISTICS PLANNER

NFI

Sidney R. Brown
Chief Executive Officer

Mission

We free each of our customers to focus on their core business by managing commerce and "delivering the goods."

Our people make our solutions seamless through their uncompromising commitment to excellence and their can-do spirit.

Values

- Integrity
- People
- Customer Service
- Entrepreneurship
- Performance
- Social Responsibility

INTEGRATED SUPPLY CHAIN SOLUTIONS

Industry-Leading Supply Chain Solutions

As one of North America's top supply chain solutions providers, NFI's award-winning services deliver the competitive advantage you need as a leader in your industry. Allow NFI to be the driving force as a partner in your business, engineering integrated solutions that leverage insights from experience that spans since 1922.

NFI provides the flexibility, agility, and quick decision-making needed to increase speed to market. Our uniquely engineered solutions are specifically designed for a variety of industries including retail, food & beverage, e-commerce, manufacturing, industrial, automotive, and healthcare.

Distribution

NFI operates more than 41.5 million square feet of warehousing across North America. Meeting the needs of your products, NFI provides specialized services such as cross-docking, automation, e-commerce, ambient, temperature-controlled storage, and food-grade facilities. During peak and seasonal surges, NFI can provide you with the flexibility to continually meet demand.

Transportation

NFI's unique combination of asset-based and non-asset based transportation solutions provides you with a variety of options that can be integrated for your needs and allow you to focus on your core business. With solutions that span dedicated transportation, brokerage, transportation management, intermodal, and drayage, NFI can engineer world-class solutions and continuously optimize specialized services that match your products' specific requirements.

Global Logistics

Connect your domestic operations with international trade by leveraging NFI's air/ocean freight forwarding, port drayage, transloading, deconsolidation, and customs examination capabilities. With a significant presence at nearly every major U.S. port, NFI provides you with the seamless transition of goods from import to port to final destination in North America.

Real Estate

As a 3PL, NFI gives a unique perspective on knowing what it takes to build and develop modern distribution centers. NFI specializes in providing state-of-the-art facilities that offer flexibility and expansion opportunities as your business grows. With the ability to rapidly procure space and utilize incentives, NFI can be your partner in construction, development, and leasing.

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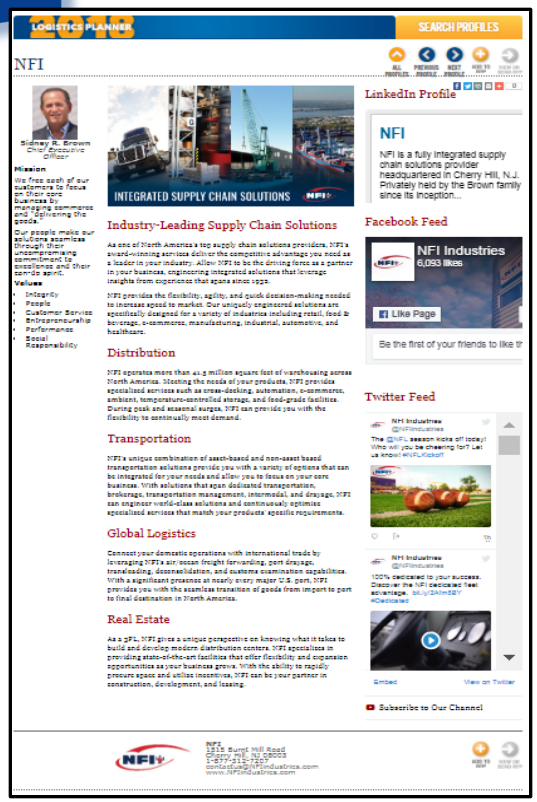

LOGISTICS PLANNER SEARCH PROFILES

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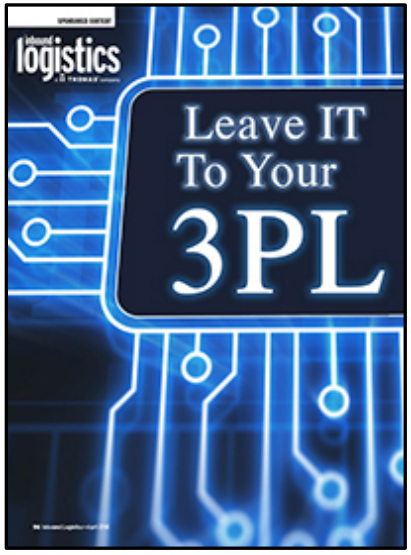

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Rail / Intermodal Special Report

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- May. bit.ly/IntermodalRailSites

Chemical Logistics Report

- An in-depth look at the chemical supply chain by *Inbound Logistics* and *Chemical Week*.
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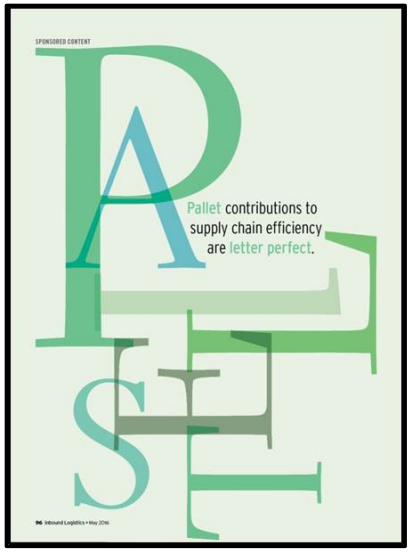
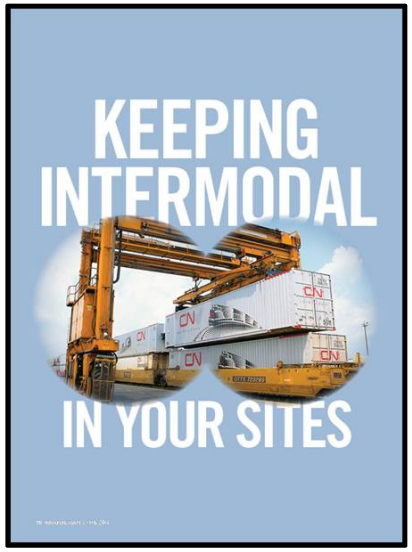
- June. bit.ly/ChemicalLogistics. $9250 Net.





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- September. bit.ly/FrtPayAudit

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- Print/Digital/App editions with web, enews and social media distribution.
- November. bit.ly/HelpOnWay. $8250 Net.

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H.O.W.

HELP ON THE WAY

How to Implement a Successful Retail Omni-Channel Logistics Operation in Asia Pacific

FOR ANY U.S.-BASED COMPANY INTERESTED IN EXPANDING RETAIL LOGISTICS OPERATIONS OUTSIDE OF THE COUNTRY, Asia Pacific may be the most ideal location. Not only does the region offer more than 4.3 billion potential new customers, but the American brand remains highly popular among its residents.

To access these buyers, companies should first focus on their retail brick-and-mortar stores and/or B2B channels by establishing a physical presence and penetrating into the region prior to becoming involved with e-commerce and launching B2C initiatives.

By building physical infrastructures, company brands will become more familiar to local customers early on. In addition, companies will already have their items imported and stored at their factories, offices, or shops, so they are prepared in advance for online orders.

Shortly after creating their own websites, companies should also consider plugging into local, online marketplace platforms such as Tmall.com, a retail website with 500 million users, comprising more than half of China's B2C market alone.

As companies market their products and services, and grow their businesses in the region, they should ensure they have as much visibility into their inventory as they have into their shipments — to the point in which they are receiving real-time data and updates as if they were located in the United States.

Through visibility, companies can remove the barriers to entry into new markets, and have complete transparency into information concerning their costs, expansion, and inventory. In doing so, they will have the ability to scale out and integrate their e-commerce sites with their enterprise resource planning — a key component to successfully implementing a new retail logistics operation in Asia Pacific.

There is no doubt about it; omni-channel logistics can be downright challenging, especially in an overseas region. But, by focusing on B2B beforehand, and then establishing visibility into their inventory and shipments, companies can diversify their portfolios and compete in the global economy long term.

HONG KONG AND CHINA: BUSINESS AND E-COMMERCE MECCAS

Companies planning an expansion into Asia Pacific for the first time should consider establishing their infrastructures in Hong Kong and increasing their B2C capabilities in China, as the nations offer a variety of benefits:

- FREE PORT. The Port of Hong Kong can be accessed completely free of charge, unlike most other Asia Pacific countries, so companies can import and export at any time without any barriers.
- E-COMMERCE IS BOOMING. China's e-commerce market is anticipated to be valued between $120 billion and $930 billion by 2020. And, Chinese consumers currently spend 25 percent more time on the Web than U.S. consumers.
- A SURGING MARKETPLACE. China is an ideal location for companies looking to expand market share and B2C capabilities. Currently, 50 percent of China's market share is occupied by marketplaces. And, by 2017, 52 percent of China's retail market will be B2C.
- THE GATEWAY. Due to its location near China, Hong Kong is viewed as the gateway to Asia Pacific, as countries such as Japan, Malaysia, Singapore, and Thailand frequently access it for domestic trade.

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SPONSORED EDITORIAL

Above & Beyond CUSTOMER SERVICE CASE STUDIES

NAVIGATING UNCHARTED TERRITORY

Geodis Wilson helps Alfa Laval deliver complex cargo to global destinations.

THE CUSTOMER
Alfa Laval Aalborg Inc.
Miramar, FL
www.aalborg-industries.com

Alfa Laval Aalborg is the world's leading marine boiler engineering company and a manufacturer and major supplier of inert gas systems, thermal fluid systems, and shell and tube heat exchangers. Alfa Laval's products are sold in approximately 100 countries. The company is over 125 years old and employs approximately 17,500 people worldwide.

THE PARTNER
Geodis Wilson
Iselin, NJ (N.A. HQ)
www.geodiswilson.com

With 10,000 employees in more than 60 countries, Geodis Wilson is one of the world's largest freight forwarders and 3PLs, building partnerships and serving customers with integrated supply chain solutions that deliver cargo by air, ocean, and ground worldwide.

Moving large heat transfer, centrifugal separation, and fluid handling systems from manufacturing origin to final destination requires Alfa Laval to rely on logistics partners that can create complete solutions and ensure timely delivery of complex cargo to customers all over the globe.

Rafael Lugo, a repair sales account manager for Alfa Laval, was recently involved in a project that required transporting a large, complex shipment from China to Venezuela. The shipment consisted of approximately 200 items, and needed to be shipped and delivered at one time.

"The cargo was not a standard size, and it required specialized handling," said Lugo. "We had no idea how to move it to Venezuela, or how to deal with that country's strict import regulations."

Lugo began looking for a partner to assist him, asking three different freight forwarders for help.

"I reached out to some freight forwarding companies, but I did not feel I received the attention this project deserved," said Lugo.

Lugo then turned to Geodis Wilson. Geodis Wilson presented Alfa Laval with a complete solution, from factory to final destination, explaining how they would handle the shipment, the process, shipping requirements, customs, brokerage, and more.

"Geodis Wilson was more interested in our project and understanding our needs than the others had been," Lugo said. "They were very proactive during the planning and execution of the shipment. They were also involved directly with our customer during meetings to help walk them through the process."

Venezuela was under political unrest when the cargo arrived, which caused further delay. Geodis Wilson again came to the rescue.

"When the cargo was stuck in Venezuela customs, our representative from Geodis Wilson worked directly with customs in order to release the cargo early," said Lugo.

Overall, Lugo said, Geodis Wilson provided personalized services and guidance where others did not.

"We have no knowledge of logistics and handling of a project of this magnitude," he said. "Geodis Wilson provided enough information to make us feel comfortable, dedicated endless hours, and most importantly, open communication to ensure a smooth operation. The delivery was handled with the utmost professionalism and in a timely manner."

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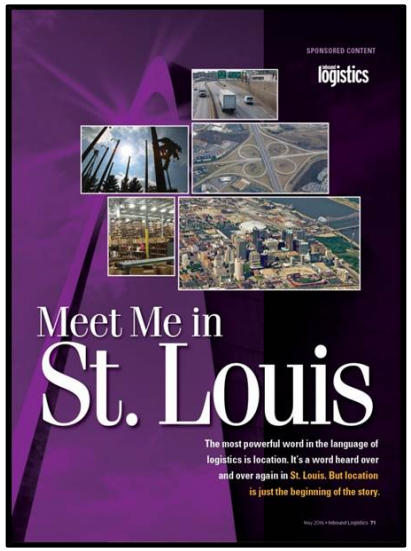

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inbound logistics

Meet Me in St. Louis

The most powerful word in the language of logistics is location. It's a word heard over and over again in St. Louis. But location is just the beginning of the story.

May 2016 • Inbound Logistics 71

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inbound logistics

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to repair fire apparatus unit 312 (Rescue 4) utilizing Siddons-Martin Emergency Group out of Pharr, Texas in the amount of $81,132.46 utilizing BuyBoard Cooperative Purchasing contract number 571-18

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

Issue: Unit 312 (Rescue 4) is a front line fire apparatus that is in need of repair. Unit 312 is a 2007 Spartan/Ferrara apparatus that requires replacement/repair of various components and/or equipment to prolong the service life. This apparatus will be assigned to Station 4 on the Southside of the City and respond to incidents such as medical calls, motor vehicle crashes, hazardous material incidents, technical rescues and structure fires.

The scope of work will consist of the PTO repair, generator cords/outlet replacement, new SCBA brackets, cascaded system repair, scene lighting upgrades, new interior switches, new window hardware, new door hardware, AC system rebuild, interior fan replacement, emergency warning light replacement, clearance/marker/turn signal/brake light replacement, as well as, replacement of belts, hoses and a cooling system flush. (Project# 2021-01-515-S035-001)

Fiscal Consideration: The repair of unit 312 will extend the useful life of the fire apparatus approximately 3-5 additional years before requiring replacement. Replacement cost is estimated at approximately $650,000.

Staff Recommendation: Based on review by this office, staff recommends approval of the repairs of unit 312 by Siddons Martin Emergency Group in the amount of $81,132.46.

Alternatives: Continue to operate unit 312 with the deficiencies noted.

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

ROUTING:

Pilar Rodriguez — Created/Initiated - 8/24/2021

Ignacio Amezcua	Approved - 8/25/2021
Karla Saavedra	Approved - 8/30/2021
Patricia Rigney	Approved - 8/30/2021
Anali Alanis	Approved - 8/31/2021
City Management Office	New - 1/1/1900

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Invoice Number: 21403719B
Tag Number: SHOP-EM
Date and Time In: 7/16/2021 - 7:37 AM
Date and Time Out: 7/16/2021 - 7:37 AM
Promised Date - Time: 7/16/2021 - 7:37 AM
Cashed Out Date:

ESTIMATE
NOT AN INVOICE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

Pharr FD, City of 1081937
118 S Cage Blvd
3rd Floor
Pharr TX 78577

Work: (956) 402-4400

Veh Info: RESCUE-2 07 SPARTAN Com. Rescue RED
Serial Numbers: 4S7HU2D957C059838 RESCUE-2 UNIT#312

In-Srv: **Miles/Hrs In:** **Out:** 0 **Plate #:**
Color Ex:RED **Int:**

Comments
BUYBOARD# 571-18

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description				**Qty**	**Ret. Price**	**Savings**	**Selling Price**	**Ext Discount**	**Ext Price**
1	7C059838	UNIT#312	A0BH	Wholesale	$0.00	$0.00	$0.00
COMPLETE INSPECTION OF UNIT CORRECTION: INSPECT UNIT FOR ANY ADDITION ISSUE							
Parts Total:				**Labor Total:**	$0.00	**Job Total:**	$0.00
2	7C059838	UNIT#312		Wholesale	$1,020.00	$0.00	$1,020.00
CASCADE SYSTEM TO BE FIXED AND TANK TO BE TESTED CORRECTION: REMOVE BREATHING AIR TANKS AND HAVE THEM HYDROSTATIC TESTED AND REPLACED ALL GAUGES WITH NEW ONES . ONCE THAT IS DONE SYSTEM WILL BE TESTED FOR LEAKS MA0BH DISCONNECTED AND REMOVED ALL 4 CASCADE TANKS TO BE HYDROSTATIC TESTED. FOR REMOVAL DOOR RAILS, DOOR AND SENSORS WERE DISCONNECTED ON D4 AND D5 COMPARTMENTS							
38654	0-7500PSI Liquid Filled Air Pressure Gauge			9.00	$127.84	$0.00	$127.84	$0.00	$1,150.56
NPN-21	HYDROSTATIC TESTING OF TANKS			1.00	$750.00	$0.00	$750.00	$0.00	$750.00
FRT	FREIGHT			1.00	$75.00	$0.00	$75.00	$0.00	$75.00
Parts Total:	$1,975.56			**Labor Total:**	$1,020.00	**Job Total:**	$2,995.56
3	7C059838	UNIT#312		Wholesale	$318.75	$0.00	$318.75
REPLACE INTERIOR FANS CORRECTION: REPLACE INTERIOR FANS							
63-0913	FAN,WINDOW DEFROSTING 6"			4.00	$135.70	$0.00	$135.70	$0.00	$542.80
FRT	FREIGHT			1.00	$65.00	$0.00	$65.00	$0.00	$65.00
Parts Total:	$607.80			**Labor Total:**	$318.75	**Job Total:**	$926.55
4	7C059838	UNIT#312		Wholesale	$1,020.00	$0.00	$1,020.00
LOOK AT ALL THE WINDOWS , WINDOWS HARD TO OPEN AND CLOSE CORRECTION: REMOVE AND REPLACE ALL 4 WINDOW REGULATORS							
SMC-0400-EE8-00	WINDOW REGULATOR LEFT HEAVY DUTY			2.00	$159.89	$0.00	$159.89	$0.00	$319.78
SMC-0400-EE8-00	WINDOW REGULATOR RIGHT HEAVY DUTY			2.00	$159.89	$0.00	$159.89	$0.00	$319.78
FRT	FREIGHT			1.00	$75.00	$0.00	$75.00	$0.00	$75.00
Parts Total:	$714.56			**Labor Total:**	$1,020.00	**Job Total:**	$1,734.56
5	7C059838	UNIT#312		Wholesale	$0.00	$0.00	$0.00
REPLACE WINDOW LEVERS CORRECTION: REPLACE WINDOW CRANK HANDLES , NO CHARGE DUE TO NEED TO BE REMOVED TO REPLACE REGULATOR							
SMC-0251-EE8	WINDOW CRANK			4.00	$52.38	$0.00	$52.38	$0.00	$209.52
SMC-0202-BB1-02	SCREW FOR WINDOW CRANK AND NEW STYLE R			4.00	$7.33	$0.00	$7.33	$0.00	$29.32
FRT	FREIGHT			1.00	$35.00	$0.00	$35.00	$0.00	$35.00
Parts Total:	$273.84			**Labor Total:**	$0.00	**Job Total:**	$273.84

Repair added after the customer copy printed.Oil & Grease included in Other Charges.

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Invoice Number: 21403719B
Tag Number: SHOP-EM
Date and Time In: 7/16/2021 - 7:37 AM
Date and Time Out: 7/16/2021 - 7:37 AM
Promised Date - Time: 7/16/2021 - 7:37 AM
Cashed Out Date:

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NOT AN INVOICE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

Pharr FD, City of
118 S Cage Blvd
3rd Floor
Pharr TX 78577

1081937

Work: (956) 402-4400

Veh Info: RESCUE-2 07 SPARTAN Com. Rescue RED
Serial Numbers: 4S7HU2D957C059838 RESCUE-2 UNIT#312

In-Srv: **Miles/Hrs In:** **Out:** 0 **Plate #:**
Color Ex:RED **Int:**

Comments
BUYBOARD# 571-18

6	7C059838	UNIT#312		Wholesale		$1,275.00	$0.00	$1,275.00
INSIDE AND OUTSIDE DOOR HANDLES HARD TO OPEN DOORS WITH CORRECTION: REMOVE AND REPLACE INNER AND OUTER DOOR HANDLES AND LATCHES MA0BH DRIVER AND PASSENGER FRONT DOORS OCCASIOANLLY STICK. REMOVED DOOR PANEL. LUBRICATED ALL LATCHES AND SPRINGS. REINSTALLED PANEL AND TESTED OPERATION. BOTH FRONT DOORS OPE ING AND CLOSING WITHIUT STICKING AT THIS TIME. DRIVER AND PASSENGER REAR CREW DOORS OUTER HANDLES WILL NOT SPRING CLOSED. REMOVED DOOR PANEL. LUBRICATED LATCHES, OUTTER HANDLES STILL NOT FULLY SPRING BACK UNASSISTED. ROD CLIPS APPEAR TO BE WORN. LATCH SPRINGS APPEAR TO BE WEAK. BUSHING ON WINDOW REGULATOR WORN. LOCK ROD MISSING ON BOTH DOORS. RECOMMEND OUTTER HANDLES, LATCHES, ROD CLIPS, REGULATOR FOR BOTH REAR DOORS.								
SMC-0535-EE3-00	PADDLE WHEEL ASSY-LH		2.00	$232.41	$0.00	$232.41	$0.00	$464.82
SMC-0535-EE3-00	DOOR PADDLE ASSY-RH PASSENGER SIDE		2.00	$179.90	$0.00	$179.90	$0.00	$359.80
SMC-0536-EE3-00	OUTER DOOR HANDLE, BLACK		4.00	$304.92	$0.00	$304.92	$0.00	$1,219.68
SMC-0534-EE3-00	LATCH LOGIC RH		2.00	$107.39	$0.00	$107.39	$0.00	$214.78
SMC-0557-EE3-00	LH LATCH LOGIC		2.00	$82.38	$0.00	$82.38	$0.00	$164.76
SMC-0533-EE3-00	DOOR LATCH - LH		2.00	$52.38	$0.00	$52.38	$0.00	$104.76
SMC-0533-EE3-00	DOOR LATCH - RH		2.00	$52.38	$0.00	$52.38	$0.00	$104.76
FRT	FREIGHT		1.00	$150.00	$0.00	$150.00	$0.00	$150.00
		Parts Total:	$2,783.36	**Labor Total:**	$1,275.00	**Job Total:**		$4,058.36
7	7C059838	UNIT#312		Wholesale		$510.00	$0.00	$510.00
REPLACE ALL DOOR STRAPS CORRECTION: REPLACE DOOR STRAPS ON ALL 4 DOORS								
2674050	WEB STRAP,CAB DR,FR,HANDLE ZA		4.00	$84.45	$0.00	$84.45	$0.00	$337.80
FRT	FREIGHT		1.00	$35.00	$0.00	$35.00	$0.00	$35.00
		Parts Total:	$372.80	**Labor Total:**	$510.00	**Job Total:**		$882.80
8	7C059838	UNIT#312	A0BH	Wholesale		$1,530.00	$0.00	$1,530.00
REBUILD A/C SYTEM CORRECTION: REMOVE AND REPLACE EVAPORATOR, EXPANSION VALVE AND DRIER . RECHARGE SYSTEM AND TEST FOR MORE LEAKS.								
SMC-1194-RR3-80	RECEIVER DRYER BOTTLE (CONDENSER BOTTLE		1.00	$193.64	$0.00	$193.64	$0.00	$193.64
SMC-1193-RR3-80	A/C EVAPORATOR A/C ON ENGINE TUNNEL		1.00	$2,286.08	$0.00	$2,286.08	$0.00	$2,286.08
SMC-1193-RR3-80	A/C EXPANSION VALVE		1.00	$157.92	$0.00	$157.92	$0.00	$157.92
R134A-30	FREON R134A		16.00	$8.15	$0.00	$8.15	$0.00	$130.34
FRT	FREIGHT		1.00	$250.00	$0.00	$250.00	$0.00	$250.00
		Parts Total:	$3,017.98	**Labor Total:**	$1,530.00	**Job Total:**		$4,547.98
9	7C059838	UNIT#312		Wholesale		$2,040.00	$0.00	$2,040.00
UPGRADE SCENE LIGHTS CORRECTION: UPGRADE ALL SCENE LIGHTS , 3 CONTOUR LIGHTS FOR CAB , 4 RECTANGULAR SCENE LIGHTS , 4 - 900 SERIES PERIMETER LIGHTS								
61-6099-0003	LIGHT,WHELEN,PCPSM,LED FLOOD		4.00	$2,393.03	$0.00	$2,393.03	$0.00	$9,572.13

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Invoice Number: 21403719B
Tag Number: SHOP-EM
Date and Time In: 7/16/2021 - 7:37 AM
Date and Time Out: 7/16/2021 - 7:37 AM
Promised Date - Time: 7/16/2021 - 7:37 AM
Cashed Out Date:

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Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

Pharr FD, City of 1081937 Work: (956) 402-4400
118 S Cage Blvd
3rd Floor
Pharr TX 78577

Veh Info: RESCUE-2 07 SPARTAN Com. Rescue RED
Serial Numbers: 4S7HU2D957C059838 RESCUE-2 UNIT#312

In-Srv: **Miles/Hrs In:** **Out:** 0 **Plate #:**
Color Ex:RED **Int:**

Comments
BUYBOARD# 571-18

90CC5FCR	900 LIN.SUPER-LED FLASH CLEAR	4.00	$348.55	$0.00	$348.55	$0.00	$1,394.21
SPA803-B28-11	SPECTRA MAX-S 28K 120V CONTOUR LIGHT	3.00	$2,706.07	$0.00	$2,706.07	$0.00	$8,118.21
FRT	FREIGHT	1.00	$250.00	$0.00	$250.00	$0.00	$250.00
	Parts Total: $19,334.55	**Labor Total:**		$2,040.00	**Job Total:**		$21,374.55

10 7C059838 UNIT#312 Wholesale $1,020.00 $0.00 $1,020.00
REPLACE DOOR SEALS, WATER COME INTO CAB
CORRECTION: REMOVE AND REPLACE DOOR SEALS

943126	RUBBER,"D"SECT,LARGE DOOR SEAL, USE P/N 332	100.00	$0.90	$0.00	$0.90	$0.00	$90.24
1152258	SEAL,RUBBER,CAB DOOR PERIMETER	100.00	$0.32	$0.00	$0.32	$0.00	$31.96
FRT	FREIGHT	1.00	$50.00	$0.00	$50.00	$0.00	$50.00
	Parts Total: $172.20	**Labor Total:**		$1,020.00	**Job Total:**		$1,192.20

11 7C059838 UNIT#312 Wholesale $1,020.00 $0.00 $1,020.00
CUSTOMER STATES TO REPLACE WORN SERPENTINE BELTS AND HOSES.
CORRECTION: REMOVE AND REPLACE RADIATOR HOSES AND SERPENTINE BELT . WHILE HOSES ARE OFF , RADIATOR WILL BE FLUSHED OUT

FC50/50	FINAL CHARGE ANTIFREEZE	16.00	$35.70	$0.00	$35.70	$0.00	$571.22
NPN-21	NEEDED HOSES AND BELTS	1.00	$500.00	$0.00	$500.00	$0.00	$500.00
FRT	FREIGHT	1.00	$100.00	$0.00	$100.00	$0.00	$100.00
	Parts Total: $1,171.22	**Labor Total:**		$1,020.00	**Job Total:**		$2,191.22

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Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Invoice Number: 21403719B
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Cashed Out Date:

ESTIMATE
NOT AN INVOICE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.Acknowledged and Received by:_____

Parts Total:	$29,338.87	Ext Price:	$40,427.62
Core Total:	$0.00	Sales Tax:	$0.00
Freight Total:	$1,085.00	Total:	$40,427.62
Sublet Total:	$0.00	- Deductible:	$0.00
Labor Total:	$9,753.75	- Deposits:	$0.00
- Labor Discount:	$0.00	**Amount Due:**	**$40,427.62**
Other Charges:	$0.00	Amt Tendered:	$0.00
Shop Supplies:	$250.00	Chg Returned:	$0.00
Sub Total:	$40,427.62		
- Parts Discount:	$0.00		

ESTIMATE
NOT AN INVOICE

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_____

Repair added after the customer copy printed.Oil & Grease included in Other Charges.

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Remit To: PO Box 679827 Dallas, TX 75267-9827

Invoice Number: 21403793
Tag Number:
Date and Time In: 9/2/2021 - 4:03 PM
Date and Time Out: 9/2/2021 - 4:03 PM
Promised Date - Time: 9/2/2021 - 4:03 PM
Cashed Out Date:

Service Advisor: (A01T) Constance Oubre

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Pharr FD, City of 1081937
118 S Cage Blvd
3rd Floor
Pharr TX 78577

Work: (956) 402-4400

Veh Info: 35170 21 Pierce Enforcer HD Cstm Rescue
Serial Numbers: 4P1BBAFF1MA022911

In-Srv: 7/2/2021 **Miles/Hrs In:** **Out:** **Plate #:**
Color Ex: **Int:**

Repair	VIN	Second VIN	Mech #	Type			Labor	Discount	Total
Description				Qty	Ret. Price	Savings	Selling Price	Ext Discount	Ext Price
1	MA022911			Wholesale			$1,530.00	$0.00	$1,530.00
CLEARANCE LIGHT UPGRADED TO LED CORRECTION: REMOVE AND REPLACE ALL MARKER AND CLEARANCE LIGHT									
60A00TAR	600 LED ARROW AMBER			4.00	$161.30	$0.00	$161.30	$0.00	$645.22
60BTT	BRAKE LIGHT /TAIL/FLASH			2.00	$197.96	$0.00	$197.96	$0.00	$395.93
6SC0ENZR	600 LED SCENE LT 12V FLUSH MNT			2.00	$313.70	$0.00	$313.70	$0.00	$627.39
61-1090	LIGHT,TRUCK-LITE RED LED,ID/MARKER MODEL			6.00	$40.51	$0.00	$40.51	$0.00	$243.08
62-0098	BRACKET,LIGHT,LED MARK/CLR LTS			10.00	$9.89	$0.00	$9.89	$0.00	$98.89
61-1091	LIGHT, AMB LED,ID/MARKER			4.00	$26.96	$0.00	$26.96	$0.00	$107.84
1416139	LIGHT,WELDON,DIR/ID AMB,S/S			2.00	$31.08	$0.00	$31.08	$0.00	$62.15
FRT	FREIGHT			1.00	$250.00	$0.00	$250.00	$0.00	$250.00
		Parts Total:	$2,430.50	**Labor Total:**		$1,530.00	**Job Total:**		$3,960.50
2	MA022911			Wholesale			$573.75	$0.00	$573.75
WALK LIGHT ON TOP OF UNIT ARE OUT CORRECTION: REPLACE THE 4" LIGHTS ON THE WALK WAY ON TOP									
NPN-21	4" ROUND WHITE LIGHT			10.00	$49.95	$0.00	$49.95	$0.00	$499.50
FRT	FREIGHT			1.00	$45.00	$0.00	$45.00	$0.00	$45.00
		Parts Total:	$544.50	**Labor Total:**		$573.75	**Job Total:**		$1,118.25
3	MA022911			Wholesale			$2,040.00	$0.00	$2,040.00
UPGRADE ALL RED & BLUE EMERGENCY LIGHTS INCLUDING LIGHT BAR CORRECTION: REPLACE ALL EMERGENCY LIGHTS AND REPLACE THE LENS COVERS ON THE EXISTING LIGHT BARS									
60R02FRR	600 SERIES SUPER-LED LIGHT HEAD RED			8.00	$206.32	$9.37	$196.95	$0.00	$1,575.59
90RR5FRR	900 LIN.SUPER-LED FLASH RED			6.00	$348.55	$0.00	$348.55	$0.00	$2,091.30
1978045	END CAP,CLEAR			6.00	$156.43	$0.00	$156.43	$0.00	$938.61
1701730	LENS,CENTER FRONT,CLEAR			2.00	$39.10	$0.00	$39.10	$0.00	$78.21
1978046	LENS,FRONT,CLEAR			4.00	$56.12	$0.00	$56.12	$0.00	$224.47
68-1983817-30	6.562 " lens			4.00	$32.75	$0.00	$32.75	$0.00	$131.00
68-1183491C02	LENS, CLEAR 10.375" ULTRA EDGE			10.00	$43.99	$0.00	$43.99	$0.00	$439.92
02-0341448-30	DIVIDER ASSY/GASKET,FREEDOM LIGHT BAR			20.00	$13.89	$0.00	$13.89	$0.00	$277.86
RSR03ZCR	TIR3 RED LED HORIZ.			2.00	$99.49	$0.00	$99.49	$0.00	$198.98
1978047	LENS,9.25",BACK 2 PIECES			2.00	$120.45	$0.00	$120.45	$0.00	$240.90
FRT	FREIGHT			1.00	$350.00	$0.00	$350.00	$0.00	$350.00
		Parts Total:	$6,546.84	**Labor Total:**		$2,040.00	**Job Total:**		$8,586.84
4	MA022911		A0BH	Wholesale			$2,040.00	$0.00	$2,040.00
DIAGNOSE WHY DIRECTIONAL LIGHT DOESN'T WORK AND REPLACE CORRECTION: REMOVE AND REPLACE TRAFFIC ADVISOR AND INSTALL NEW ONE WITH NEW DIRECTIONAL CONTROL BOX INSIDE									

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

Invoice Number: 21403793
Tag Number:
Date and Time In: 9/2/2021 - 4:03 PM
Date and Time Out: 9/2/2021 - 4:03 PM
Promised Date - Time: 9/2/2021 - 4:03 PM
Cashed Out Date:

ESTIMATE
NOT AN INVOICE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

Pharr FD, City of
118 S Cage Blvd
3rd Floor
Pharr TX 78577

1081937

Work: (956) 402-4400

Veh Info: 35170 21 Pierce Enforcer HD Cstm Rescue
Serial Numbers: 4P1BBAFF1MA022911

In-Srv: 7/2/2021 **Miles/Hrs In:** **Out:** **Plate #:**
Color Ex: **Int:**

1854314	CONTROL HEAD,TRAFFIC ADVISOR WHELEN, TAI		1.00	$323.77	$0.00	$323.77	$0.00	$323.77
2787833	BEZEL,SIREN HEAD/TRAFFIC DIR		1.00	$158.71	$0.00	$158.71	$0.00	$158.71
TA165NF2	16-LT 500 LIN LED T/A ARROW		1.00	$2,848.20	$0.00	$2,848.20	$0.00	$2,848.20
FRT	FREIGHT		1.00	$450.00	$0.00	$450.00	$0.00	$450.00
		Parts Total: $3,780.68		**Labor Total:**	$2,040.00	**Job Total:**		$5,820.68
5	MA022911		Wholesale			$765.00	$0.00	$765.00
UPGRADE REAR SCENE LIGHTS								
CORRECTION: UPGRADE REAR SCENE LIGHTS , 2 POLE LIGHTS AND 2 PERIMETER LIGHTS								
90CC5FCR	900 LIN.SUPER-LED FLASH CLEAR		2.00	$348.55	$0.00	$348.55	$0.00	$697.10
SPA530-K20-A	SPECTRA 120V 20K LUMEN PUSH UP LIGHT		2.00	$2,610.19	$0.00	$2,610.19	$0.00	$5,220.38
FRT	FREIGHT		1.00	$500.00	$0.00	$500.00	$0.00	$500.00
		Parts Total: $6,417.48		**Labor Total:**	$765.00	**Job Total:**		$7,182.48
6	MA022911		Wholesale			$765.00	$0.00	$765.00
PTO DRIVE SHAFT FOR GENERATOR REMOVED DUE TO DAMAGE								
A20-A1015-HX11X	NEW MUNZI PTO		1.00	$3,000.48	$0.00	$3,000.48	$0.00	$3,000.48
NPN-21	INSPECTION FOR REPAIRS OR REPLACEMENT		1.00	$500.00	$0.00	$500.00	$0.00	$500.00
NPN-21	REPIAR OF DRIVE SHAFT		1.00	$750.00	$0.00	$750.00	$0.00	$750.00
FRT	FREIGHT		1.00	$150.00	$0.00	$150.00	$0.00	$150.00
		Parts Total: $4,400.48		**Labor Total:**	$765.00	**Job Total:**		$5,165.48
7	MA022911		Wholesale			$765.00	$0.00	$765.00
SEAT TO BE REDONE / SCBA MOUNTS TO BE UPGRADED								
CORRECTION: REMOVE AND REPLACE ALL SCBA BRACKETS WITH NEW ONES								
1949280	BRKT,SCBA,HANDS FREE,GEN 2		5.00	$1,014.37	$0.00	$1,014.37	$0.00	$5,071.86
FRT	FREIGHT		1.00	$250.00	$0.00	$250.00	$0.00	$250.00
		Parts Total: $5,321.86		**Labor Total:**	$765.00	**Job Total:**		$6,086.86
8	MA022911		Wholesale			$573.75	$0.00	$573.75
LIGHT CORDS TO BE LIGHT BOXES FOR 110V PLUGS								
CORRECTION: REPLACE RECEPTACLE ENDS ON CORDS AND WALL MOUNTED OUTLETS								
NPN-21	REPLACEMENT RECEPTACLE		1.00	$500.00	$0.00	$500.00	$0.00	$500.00
FRT	FREIGHT		1.00	$75.00	$0.00	$75.00	$0.00	$75.00
		Parts Total: $575.00		**Labor Total:**	$573.75	**Job Total:**		$1,148.75
9	MA022911		Wholesale			$510.00	$0.00	$510.00
ESTIMATE ALL INTERIOR SWITCHES THAT ARE NOT WORKING FOR LIGHT UP WHEN ON								
CORRECTION: REPLACE ALL INTERIOR SWITCHES								
NPN-21	INTERIOR SWITCHES		1.00	$750.00	$0.00	$750.00	$0.00	$750.00
FRT	FREIGHT		1.00	$125.00	$0.00	$125.00	$0.00	$125.00
		Parts Total: $875.00		**Labor Total:**	$510.00	**Job Total:**		$1,385.00

Siddons-Martin Emergency Group
104 Utility Drive
Pharr TX USA 78577
Phone #:(956) 588-2735
Fax #: (972) 576-1202

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Promised Date - Time: 9/2/2021 - 4:03 PM
Cashed Out Date:

ESTIMATE
NOT AN INVOICE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01T) Constance Oubre

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.Acknowledged and Received by:_____

Parts Total:	$28,697.34
Core Total:	$0.00
Freight Total:	$2,195.00
Sublet Total:	$0.00
Labor Total:	$9,562.50
- Labor Discount:	$0.00
Other Charges:	$0.00
Shop Supplies:	$250.00
Sub Total:	$40,704.84
- Parts Discount:	$0.00

Ext Price:	$40,704.84
Sales Tax:	$0.00
Total:	$40,704.84
- Deductible:	$0.00
- Deposits:	$0.00
Amount Due:	**$40,704.84**
Amt Tendered:	$0.00
Chg Returned:	$0.00

ESTIMATE
NOT AN INVOICE

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.Acknowledged and Received by:
_____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: August 25, 2021
MEETING DATE: September 7, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into a master equity lease agreement with Enterprise Fleet Management for lease of emergency and non-emergency vehicles for the City of Pharr utilizing Sourcewell Contract ID #060618-EFM.

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

Issue: Various departments within the City of Pharr require replacement of aging vehicles. Currently, approximately 44% of light and medium duty fleet is over 10 years old. Based on the current replacement schedule, the non-emergency portion of the vehicles (white fleet) would require over 14 years to replace and the emergency portion of the vehicles (PD) would require 11 years to replace one entire cycle. As an alternative, staff is proposing to enter into a master equity lease agreement with Enterprise Fleet Management utilizing Sourcewell Contract ID #060618-EFM to lease vehicles. Sourcewell is a cooperative purchasing contract, which the City of Pharr is a member of.

Utilizing Enterprise Fleet Management, staff is proposing to lease vehicles to replace the non-emergency fleet in two (2) years and the emergency fleet in three (3) years, which will allow for a modern fleet that is dependable, fuel efficient and with low maintenance cost. Going forward, the non-emergency fleet will be replaced every forty-eight (48) months and the emergency fleet every thirty-six (36) months. The fleet will also be standardized to include only six (6) types of vehicles, down from the fourteen (14) types of vehicles currently in service.

Additionally, since this is an equity lease agreement, the City will realize revenue from the resale of the vehicles at the end of the lease period. The equity can be refunded to the City directly (cash) or applied to the next annual leasing period as a credit. The City will realize a net savings from the combination of the resale equity, improved fuel efficiency and reduced maintenance cost due to new vehicles that will be under the manufacturer's warranty during the lease period. The vendor has no mileage, wear & tear or early termination penalties as part of this lease agreement. (Project# 2021-01-510-S036-001)

Fiscal Consideration: 49 Emergency Vehicles and 86 Non-emergency vehicles will be leased in year one.

Staff Recommendation: Based on review by this office, staff recommends authorization for the City Manager to enter into a master equity lease agreement with Enterprise Fleet Management utilizing Sourcewell Contract ID #060618-EFM as presented.

Alternatives: Continue to purchase a limited number of vehicles utilizing capitalized lease purchasing.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez	Created/Initiated - 8/25/2021
Ignacio Amezcua	Approved - 8/25/2021
Karla Saavedra	Approved - 8/30/2021
Patricia Rigney	Approved - 8/30/2021
Anali Alanis	Approved - 8/31/2021
City Management Office	New - 1/1/1900

enterprise
FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Pharr, Texas ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Pharr, Texas	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
By:		By:	Nate Merz
Title:		Title:	Regional Manager
Address:		Address:	1505 Harry Wurzbach Rd San Antonio, TX 78209
Attention:		Attention:	
Fax #:		Fax #:	
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Lessee_____

© 2019 Enterprise Fleet Management, Inc. H02213_MaintAgree Equity

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Pharr, Texas

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____

Street Address _____ City _____ State _____ Zip _____

E-mail _____ Phone # _____ Fax # _____

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____

Type of Business _____ Duns Number _____

Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____

Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: _____

Federal ID Number: _____

Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____

Street Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____

Street Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone # _____ Fax # _____

Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____

Street Address _____ City _____ State _____ Zip _____

Bank Contact Name _____ Phone # _____ Fax # _____

ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do herby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name	Title
Signature	Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

© 2018 Enterprise Fleet Management, Inc. H00479_EFM Government Credit Application

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of July, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of July, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Pharr, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

_____	_____
City of Pharr, Texas (Lessee)	ENTERPRISE FLEET MANAGEMENT, INC.
By_____	By_____
Title:_____	Title:_____
Date Signed:_____, _____	Date Signed:_____, _____

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Pharr, Texas

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: August 24, 2021
MEETING DATE: September 7, 2021

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of Expressway 83 Elevated Storage Tank Rehabilitation Project, and release of final payment and retainage in the amount of $23,865.00

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

Issue: Viking Painting, LLC has completed the rehabilitation of the Business 83 storage tank. A final walkthrough was held July 16, 2021 and improvements were found to be complete in general compliance with plans and specifications. (Project No.1920-01-528-C010-092)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of final payment and release of the retainage in the amount of $23,865.00

Alternatives: N/A

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

ROUTING:

Ofsman M. Quintana	Created/Initiated - 8/24/2021
Omar Anzaldua	Approved - 8/27/2021
Ignacio Amezcua	Approved - 8/27/2021
Patricia Rigney	Approved - 8/27/2021
Karla Saavedra	Approved - 8/31/2021
City Management Office	New - 1/1/1900

Dunham Engineering, LLC
an HMT Company
6102 Imperial Loop
College Station, TX 77845
Phone: (979) 690-6555

August 9, 2021

Texas Water Development Board
PO Box 13231
Austin, Texas 78711

Attn: Juan Santana

Dunham Engineering hereby certifies that the City of Pharr Expressway 83 Elevated Storage Tank Rehabilitation TWDB Project No. 62538 has been completed in accordance with the approved plans and specifications. Dunham Engineering conducted inspections throughout the project to ensure sound construction practices were used and for conformance to the specifications.

1. The project had no change orders and there will be no further change orders on this project.

2. The contractor's final pay application has been reviewed and is approved along with a signed Affidavit of All Bills Paid. The pay request is recommended for final payment.

3. The warranty period began on May 7, 2021, the date of substantial completion. This is the date that the tank was returned to service by the Owner. We have confirmed this is acceptable to the Owner and notified the Contractor.

If you have any questions or require additional information please let me know.

Sincerely,

Dalton Warren

Dalton Warren, E.I.T.

Payment Request No. 3 Final

Period: 05/16/2021 to 07/31/2021

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: Viking Painting LLC
PO Box 24162
Omaha, NE 68124

Project: 62538 Expwy 83 Elevated Storage Tank
Bid No.

Original Contract Amount:	$477,300.00	
Change Orders:	$0.00	
Contract Amount to Date:	$477,300.00	
Total to Date:	$477,300.00	Attachment "A"
Total Stored to Date:		*
Total to Date:	$477,300.00	
Retainage:	$0.00	
Total Due Less Retainage:	$477,300.00	
Less Previous Payments:	$453,435.00	
Current Payment Due:	$23,865.00	

Percent Completed: 100.00%

Change Order Summary		
No.	Addition	Deductions
Totals:	$0.00	$0.00
Net Change Order:		$0.00

* Provide Documentation

Pharr Engineering

Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Signature: _____ Date: 8/5/2021

Subscribed and sworn before me this 5th day of August, 2021.

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: _____ My Commission Expires: 12/20/2023

SERENA L. STACH
General Notary - State of Nebraska
My Commission Expires Dec 20, 2023

Engineer of Record

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment , the Engineer of Record certifies to the Owner that to the best of the Engineer of Record's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: Dalton Warren Date: 08/09/2021

Approved:

Omar Anzaldua Jr., PE City Engineer	Signature: Omar Anzaldua	Date: 8/11/21
	Signature	Date
Ed Wylie Interim City Manager	Signature	Date
Ignacio Amezcua Purchasing Director	Signature	Date
Karla Saavedra Finance Director	Signature	Date

Attachment "A"
Tabulation of Contact Work Performed

		Contract				This Period		Total To Date	
Item No.	Description	Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
	Mobilization	LS	10,000.00	$1.00	$10,000.00			10,000.00	$10,000.00
	Remove all welded lugs on Structure	LS	5,000.00	$1.00	$5,000.00			5,000.00	$5,000.00
	Replace overflow flap valve	LS	2,500.00	$1.00	$2,500.00			2,500.00	$2,500.00
	Replace two anchor nuts	LS	2,500.00	$1.00	$2,500.00			2,500.00	$2,500.00
	Replace obstruction light	LS	5,000.00	$1.00	$5,000.00			5,000.00	$5,000.00
	Replace 24" Vent	LS	10,000.00	$1.00	$10,000.00			10,000.00	$10,000.00
	Replace two hatches	LS	15,000.00	$1.00	$15,000.00			15,000.00	$15,000.00
	Repair overflow pipe and weir box	LS	1,500.00	$1.00	$1,500.00			1,500.00	$1,500.00
	Replace Interior Wet Ladder	LS	11,500.00	$1.00	$11,500.00			11,500.00	$11,500.00
	Containment	LS	75,300.00	$1.00	$75,300.00			75,300.00	$75,300.00
	Interior Wet Blast and Prime	LS	50,000.00	$1.00	$50,000.00			50,000.00	$50,000.00
	2nd Coat	LS	10,000.00	$1.00	$10,000.00			10,000.00	$10,000.00
	3rd Coat	LS	15,000.00	$1.00	$15,000.00			15,000.00	$15,000.00
	4th Coat	LS	15,000.00	$1.00	$15,000.00			15,000.00	$15,000.00
	Interior Dry Pressurewash	LS	3,000.00	$1.00	$3,000.00			3,000.00	$3,000.00
	Interior Dry Spot Repair 1st Coat	LS	3,000.00	$1.00	$3,000.00			3,000.00	$3,000.00
	Interior Dry Spot Repair 2nd Coat	LS	3,000.00	$1.00	$3,000.00			3,000.00	$3,000.00
	Exterior Blast and Prime	LS	80,000.00	$1.00	$80,000.00			80,000.00	$80,000.00
	2nd Coat	LS	25,000.00	$1.00	$25,000.00			25,000.00	$25,000.00
	3rd Coat	LS	35,000.00	$1.00	$35,000.00			35,000.00	$35,000.00
	4th Coat	LS	40,000.00	$1.00	$40,000.00			40,000.00	$40,000.00
	Logo	LS	60,000.00	$1.00	$60,000.00			60,000.00	$60,000.00
	TOTALS				$477,300.00		$0.00		$477,300.00

CONTRACTOR'S AFFIDAVIT

STATE OF _Texas_____

COUNTY OF _Hidalgo_____

THE UNDERSIGNED, BEING DULY SWORN ON OATH, DEPOSES AND

SAYS THAT HE (SHE) IS__President__OF __Viking Painting LLC__,

THE CONTRACTOR FOR_City of Pharr TX__WORK DESIGNATED AS PROJECT 62538 Expwy 83 Elevated Storage Tank_SITUATED AT _62538 Expwy 83, Pharr TX_ OWNED BY _City of Pharr TX _AND THAT ALL PARTIES WHO HAVE FURNISHED LABOR, MATERIAL, OR BOTH OR ANY OTHER ITEMS TO THE UNDERSIGNED FOR USE ON THE SAID WORK AND ALL PARTIES HAVING CONTRACTS OR SUB-CONTRACTS WITH THE UNDERSIGNED FOR SPECIFIC PORTIONS OF SAID WORK HAVE BEEN PAID IN FULL WITH THE FOLLOWING EXCEPTIONS:

_____

_____

THE UNDERSIGNED STATES THAT THERE ARE NO OTHER CONTRACTS OR OBLIGATIONS OUTSTANDING WHICH WERE USED IN COMPLETING THIS PROJECT.

THE UNDERSIGNED FURTHER STATES THAT UPON PAYMENT OF THE SUBJECT FINAL INVOICE THE CONTRACTOR HEREBY WAIVES ALL LIENS AND CLAIMS AGAINST THE OWNER, ITS PREMISES, PROPERTY AND LENDER AND DISCHARGES THE OWNER OF ANY FURTHER OBLIGATIONS UNDER THIS CONTRACT.

THE UNDERSIGNED MAKES THIS AFFIDAVIT FOR THE PURPOSE OF PROCURING FROM THE OWNER A FINAL PAYMENT UPON THIS CONTRACT FOR ALL WORK COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OF THE OWNER.

SIGNED THIS _5th _DAY OF _August_____, _2021_____.

_____Viking Painting LLC_____
CONTRACTOR
BY: _____
TITLE: _President_____

SUBSCRIBED AND SWORN BEFORE ME THIS _5th _ DAY OF _August__,_2021_.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE __20th__ DAY OF December, 2023.

Pharr Engineering

AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR

STATE OF Nebraska

COUNTY OF Sarpy

Personally appeared me the undersigned authority in and for said County and State . Rory Sudbeck *(Name of Individual)* President *(Title)* of Viking Painting LLC *(Prime Contractor)*, who being duly sworn by me states on oath that all suppliers, subcontractors, payroll, sales tax, privilege tax or license, benefits tax, state and federal unemployment insurance and other liabilities have been paid in full in the performance of furnishing labor, products and supplies in the construction of improvements for Expressway 83 Elevated Storage Tank Rehabilitation *(Name of Project)* and that the Prime Contractor waives any claims (including lien rights) debts and releases City of Pharr from any rights or claims for debts due and owing by virtue of the furnishing of any labor, products and supplies for such improvements.

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

Viking Painting LLC
Company

Signature

Rory Sudbeck
Print Name

President
Title

08/11/2021
Date

Sworn to and subscribed before me this 11th day of August, 2021.

Notary Public

12/20/2023
My Commission Expires

SERENA L. STACH
General Notary - State of Nebraska
My Commission Expires Dec 20, 2023

Pharr Engineering

Engineer's
Certificate of Substantial Completion

PROJECT: Expressway 83 Elevated Storage Tank Rehabilitation
BID NUMBER: 1920-01-528-C010-092
CONTRACTOR: Viking Painting LLC

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

Dalton Warren	Dalton Warren	05/07/2021
Engineer	Signature	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Viking Painting LLC		8/24/2021
Contractor	Signature	Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on 5/7/21.

Omar Anzaldua F	Omar Anzaldua	8/24/21
City Engineer – City of Pharr	Signature	Date

Pharr Engineering

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON July 6, 2021 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Expressway 83 Elevated Storage Tank Rehabilitation
BID NO.:	1920-01-528-C010-092
CONTRACT DATE:	December 21, 2020
CONTRACTOR:	Viking Painting LLC
ADDRESS:	506 W. Interstate 2, Pharr, Texas 78577
PROJECT DESCRIPTION:	Rehabilitation and repainting of a 500,000-gallon fluted-column (aka hydropillar) style elevated water storage tank.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of $ 0.00 , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a '·Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Original Contract	$ 477,300.00
Change Orders	$ 0.00
Current Contract	$ 477,300.00
Total Earned to Date	$ 477,300.00
Less Previous Payments (-)	$ 453,435.00
Balance with Retainage	$ 23,865.00
Authorized Deductions (-)	$ 0.00
Final Payment	**$ 23,865.00**

6. That the **Final Payment** in the amount of $(23,865.00)
(Twenty Three Thousand Eight Hundred Sixty Five Dollars and Zero Cents)
is due and payable.

Dunham Engineering, LLC
Engineering Company

Dalton Warren
Project Engineer's Signature

APPROVED BY:

Viking Painting LLC
Contractor

Signature

08/11/2021
Date

APPROVED BY:

Omar Anzaldua Jr
City Engineer

Signature

8/11/21
Date

Pharr Engineering

Owner's
Acknowledgement of Receipt of "As-Built" Drawings

PROJECT: Expressway 83 Elevated Storage Tank Rehabilitation

BID NUMBER: 1920-01-528-C010-092

CONTRACTOR: Viking Painting LLC

This letter serves that the City of Pharr (OWNER) acknowledges the receipt of a complete set of "As-Built" drawings for Expressway 83 Elevated Storage Tank Rehabilitation (PROJECT) on 8/24/2021.

Omar Anzaldua Jr	Omar Anzaldua Jr	8/24/21
City Engineer	Signature	Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: August 31, 2021
MEETING DATE: September 7, 2021

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of Change order No. 1 for WWTP (Waste Water Treatment Plant) Oxidation Ditch No. 2 & Electrical Improvements PH 1 in the amount of $2,500 and the addition of 50 calendar days

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

Issue: Utility re-route at the MCC building structure. The addition of 50 Calendar days
Project No.1920-61-587-C002-242

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of change order No. 1 in the amount of $ 2,500.00 and the addition of 50 calendar days.

Alternatives: N/A

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

ROUTING:

Ofsman M. Quintana	Created/Initiated - 8/31/2021
Omar Anzaldua	Approved - 9/1/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

Pharr Engineering

CHANGE ORDER

Contractor: Ferguson Service System, Inc.

Change Order No.: 1

Project: WWTP Oxidation Ditch No. 2 & Electrical Improvements PH 1

Date: 8/24/2021

Project #: 1920-61-587-C002-242

Notice to Proceed Date: 19-Oct-20

Change Order Amount: $ 2,500.00

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

Extra utility re-route at the MCC building structure. The addition of 50 calendar days.

Reason for Change Order:

Utility re-route at MCC building structure and 45 day time extention due to inclement weather plus 5 additional days due to utility re-route.

	Contract Price		Contract Time(Calendar Days)	
Original Contract:	$	1,065,000.00	Original Completion Date:	18-Oct-21
Previous Change Order: (+/-)	$	-	Additional Days:	50
This Change Order: (+/-)	$	2,500.00	Revised Completion Date:	7-Dec-21
Revised Contract Amount:	$	1,067,500.00		

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

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

Accepted:

FERGUSON SERVICE SYSTEMS, INC — W. DAVIS — 8/25/21

Contractor — Authorized Signature — Date

Recommended:

Matias Morales — Matias Morales — 8/30/21

Project Engineer — Authorized Signature — Date

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

City Engineer — Authorized Signature — Date

Approved:

Ed Wylie

Interim City Manager — Authorized Signature — Date

FSSI Water & Wastewater Construction
Ferguson Service Systems, Inc.

August 24, 2021

Carollo Engineers, Inc.
Attn: Matias Morales
3700 North Tenth Street, St. 307
McAllen, TX 78501

Subject: WWTP Oxidation Ditch – Rain Days and Change Order

Dear Mr. Morales:

As we discussed the following rain days and wet conditions have delayed this project:

Month	Days
May	16,17,18,19,20,21,24,25 Total 8 days, Total rain 3"
June	1,2,3,4,7,8,9,10,11,14,21,22,23,24 Total 14 days, Total rain 7.6"
July	1,2,5,6,7,8,9,12,13,14,20,21,22,23,24,28,29,30 Total 18 days, Total rain 9"
August	2,3,4,5,6 Total 5 days, Total 5 days, Total rain 1"

Total days of rain is 45.

We also have a change order for extra utility re-routes:

- C/O #1 = $2,500.00 plus 5 days.

Should you have any questions, do not hesitate to contact me at 956.525.2060.

Sincerely,

Woods Davis
FSSI President

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.G.
DATE SUBMITTED: September 2, 2021
MEETING DATE: September 7, 2021

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award the Supply Contract(s) for the Purchase and Delivery of City Wide Uniforms.

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

Issue: The City of Pharr solicited bids for a Supply Contract for the Purchase & Delivery of City Wide Uniforms. The Purchasing Department received bids from five (5) vendors as depicted on the attached bid tabulation. The Purchasing department, in conjunction with the City departments, recommend awarding of the Supply Contracts as listed below:

Primary
International Apparel Warehouse from Pharr, TX
(Long Sleeve $16.00, Cargo Pants $22.00, Shirt Patch (2) $3.00= $44.00 (Total Uniform Set))
Secondary
Rite Choice Uniforms, Inc. from New Orleans, LA (Long Sleeve $12.00, Cargo Pants $25.95, Shirt Patch (2) $5.00= $47.95 (Total Uniform Set))
Unifirst Corporation from McAllen, TX (Long Sleeve $17.59, Cargo Pants $25.59, Shirt Patch (2) $6.00= $55.18 (Total Uniform Set))
North Lean dba Printex Express from Pharr, TX (Long Sleeve $20.00, Cargo Pants $33.00, Shirt Patch (2) $13.00= $79.00 (Total Uniform Set))
Danny's Inc. from McAllen, TX (Long Sleeve $54.99, Cargo Pants $49.99, Shirt Patch (2) (N/A)= $159.97 (Total Uniform Set excluding Shirt Patch(s))

Project#2021-01-513-SP003-307

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the award of multiple supply contracts as depicted on the attached bid tabulation. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract(s) for an additional, two (2) years, in one (1) year increments, subject to satisfactory performance and the unit prices remain unchanged.

Alternatives: Not to award.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Gutierrez	Created/Initiated - 9/2/2021
Ignacio Amezcua	Approved - 9/2/2021
Patricia Rigney	Approved - 9/2/2021
Karla Saavedra	Approved - 9/3/2021
Anali Alanis	Approved - 9/3/2021
City Management Office	New - 1/1/1900

CITY OF PHARR
BID OPENING: JULY 13, 2021 AT 3:00 P.M.
LOCATION: City Commission Rm 2nd Floor
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CITY WIDE UNIFORMS
PROJECT NO.: 2021-01-513-SP003-307

	PARTICIPATING BIDDERS:		RITE CHOICE UNIFORMS, INC NEW ORLEANS, LA	INTERNATIONAL APPAREL WAREHOUSE PHARR, TX	UNIFIRST CORPORATION MCALLEN, TX	NORTH LEAN LTD dba PRINTEX EXPRESS PHARR, TX	DANNY'S INC. MCALLEN, TX
No.	DESCRIPTION	UOM	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Long sleeve uniform shirt. Soft Comfort long sleeve uniform shirts offer cool air flow when you heat up. Resistant to moisture, stains, wrinkles and fading. Melamine "no break" buttons on front. Premium lined banded collar with hidden mylar stays for a crisper dress look. Two button-through chest pockets reinforced at stress points (left has pencil stall). 4.25-oz. 65/35 poly/cotton blend poplin. S–4XL Color Light Blue or approved equal	UN	$12.00	$16.00	$17.59	$20.00	$54.99
2	Short sleeve uniform shirt. Soft Comfort short sleeve uniform shirts offer cool air flow when you heat up. Resistant to moisture, stains, wrinkles and fading. Melamine "no break" buttons on front. Premium lined banded collar with hidden mylar stays for a crisper dress look. Two button-through chest pockets reinforced at stress points (left has pencil stall). 4.25-oz. 65/35 poly/cotton blend poplin. S–4XL Reg Color Light Blue or approved equal	UN	$10.75	$15.00	$16.59	$18.00	$49.99
3	Long sleeve ripstop shirt. High Visibility Ripstop Work Shirts are designed with ANSI 107-compliant ripstop fabric for increased durability. Front and back reflective striping and fluorescent yellow/green. This long sleeve shirt offers breathable and lightweight fabric for maximum comfort. With UPF 40 and 360° visibility, you're protected day and night. Color-block design hides dirt and stains. Superior color retention, soil release and wickability. 4.25 oz. 65/35 poly/cotton poplin. ANSI Type O, Class 1. S–4XL Regular Color Navy Blue / Gray / Yellow or approved equal	UN	$35.83	$46.00	$47.99	$76.00	$0.00
4	Short sleeve ripstop shirt. High visibility short sleeve ripstop work shirts are designed with ANSI 107-compliant ripstop fabric for increased durability. Front and back reflective striping and fluorescent yellow/green. This long sleeve shirt offers breathable and lightweight fabric for maximum comfort. With UPF 40 and 360° visibility, you're protected day and night. Color-block design hides dirt and stains. Superior color retention, soil release and wickability. 4.25 oz. 65/35 poly/cotton poplin. ANSI Type O, Class 1. S–4XL Regular Color Navy Blue / Gray / Yellow or approved equal	UN	$33.78	$45.00	$45.99	$72.00	$0.00
5	Long sleeve Oxford shirt. These Park Street oxford uniform shirts are dressy and comfortable due to their full cut styling and back pleats which create extra roominess. Topstitched button-down banded collar. Two-button adjustable cuffs. Durable 60/40 cotton/poly oxford cloth. Neck 14½–20½; Sleeve 32–37 Color White and Light Blue or approved equal	UN	$15.00	$16.00	$19.99	$23.00	$0.00

6	Long sleeve Security shirt. These top-of-the-line long sleeve security officer uniform shirts have pleated pockets with hook-and-loop closures and stitched-down military creases. A two-piece banded collar with stays is lined and topstitched. The detailed quality construction includes 7-button placket, button-down epaulets. and badge tab above left chest pocket. Hemmed short sleeves. Long sleeve option has two-button adjustable cuffs. Designed to accomodate body armor. 4.25-oz. 65/35 pre-cured durable-press poly/cotton poplin. S–4XL Specify Sleeve 33; 35; 37 Color Navy Blue or approved equal	UN	$15.00	$26.00	$24.59	$27.00	$54.99
7	Short sleeve Security shirt. These top-of-the-line short sleeve security shirts have pleated pockets with hook-and-loop closures and stitched-down military creases, creating a crisp, professional uniform look for security guards, law enforcement, fire, and other public safety professionals. A two-piece banded collar with stays is lined and topstitched. The detailed quality construction includes 7-button placket, button-down epaulets, and badge tab above left chest pocket. Hemmed short sleeves. Designed to accomodate body armor. 4.25-oz. 65/35 pre-cured durable-press poly/cotton poplin. S–4XL Specify Sleeve 33; 35; 37 Color Navy Blue or approved equal	UN	$15.00	$25.00	$23.59	$25.00	$54.99
8	Short sleeve Polo shirt. Pocketless short sleeve polo shirts for men or women feature innovative moisture management technology for maximum breathability and comfort. Other features include double-needle stitching, set-in hemmed sleeves, tag-free taped neck, side vents, and wrinkle-resistance. Three dyed-to-match rubber buttons. Flat knit collar. 3.8-oz. snag-resistant spun polyester warp knit fabric. XS–4XL Color various or approved equal	UN	$15.00	$21.00	$17.59	$20.00	$39.99
9	Men's Cargo pocket pants. Cargo Pants, including non-roll, dress style waistband with button closure and heavy duty brass zipper. Quarter-top front and set-in back pockets (left with button closure). Ample 8" x 7½" cargo pocket on each leg and cell phone pocket (inside right). Pocket flaps with concealed snap closures. Durable press. 7.75-oz. 65/35 poly/cotton twill. Waist 28–56 Even Sizes Only; Custom Hemmed up to 35" Color Navy Blue and Khaki or approved equal	UN	$25.95	$22.00	$25.59	$33.00	$49.99
10	Women's Cargo pocket pants. Classic casual chino blend women's cargo pants sit just below the natural waistline for a comfortable fit. They have two cargo pockets (with flaps sewn at corners), two front pockets and a set-in back pocket. Flat front, button closure and brass zipper. Moisture wicking, soil and wrinkle resistant. Sizes 2–28; Custom Hemmed up to 34". 7.5-oz. 65/35 poly/cotton twill Color Navy Blue and Khaki or approved equal	UN	$25.95	$22.00	$27.19	$33.00	$74.99
11	Men's flexwaits work pants. Uniform pants boast Easy-Fit side elastic waist inserts for jobs requiring highest range of motion. Quarter-top front pockets. Set-in back pockets (left has button closure). Reinforced at all stress points. Durable press, 7.75-oz. 65/35 poly/cotton twill. Waist 28–58 Even; Custom Hemmed up to 35" Color Navy Blue or approved equal	UN	$19.95	$18.00	$19.19	$39.00	$69.99
12	Women's flexwaits work pants. These women's uniform work pants have a slightly tapered silhouette and are designed to provide an extra range of motion using side elastic inserts on the waistband. Button closure (white has hook-and-eye). Two slack style front pockets and two set-in hip pockets (left with button closure). 7.5-oz. 65/35 poly/cotton twill. Size 4–28 ; Custom Hemmed up to 32" Color Navy Blue or approved equal	UN	$19.95	$18.00	$19.19	$39.00	$54.99
13	Western Style uniforms pants. Uniform pants boast slightly tapered Western jean styling, front and back pockets, and a premium non-roll, dress style waistband for added comfort. Reinforced at all stress points. Durable press, 7.75-oz. 65/35 poly/cotton twill. Waist 28–35; 36–54; Custom Hemmed up to 35" Color Navy Blue or approved equal	UN	$19.95	$18.00	$21.99	$52.00	$0.00
14	Shirt Patch (Right Side). Shirt right hand side patch 4" wide X 2" high (First Name Initial and Last Name on top / Department Name on Bottom) Color various or approved equal	UN	$5.00	$3.00	$4.00	$5.00	$0.00
15	Shirt Patch (Left Side). Shirt left hand side patch 4" wide X 2" high (WE ARE TEAM PHARR LOGO) Color various or approved equal	UN	$5.00	$3.00	$6.00	$13.00	$0.00
	ELECTRONIC BID SUBMITTED		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.H.
DATE SUBMITTED: September 1, 2021
MEETING DATE: September 7, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any authorizing the City Manager to ratify Inter-local agreement with Edinburg Consolidated Independent School District for Emergency Medical Service Special Event services.

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

Issue: Ratifying inter-local agreement with ECISD for EMS stand-by services for varsity football games

Fiscal Consideration: none

Staff Recommendation: Staff recommends approval

Alternatives: no alternatives

Exclude Material from Public Packet? No
Reason: no excluded

ROUTING:

Daniel Ramirez	Created/Initiated - 9/1/2021
Daniel Ramirez	Approved - 9/1/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF PHARR, TEXAS AND Edinburg Consolidated Independent School District

This Interlocal Cooperation Agreement For Emergency Medical Services ("Agreement") is executed on this the 26th day of August**, 2021**, by and between the **CITY OF PHARR, TEXAS,** hereinafter referred to as "City", and the Edinburg Consolidated Independent School District**,** hereinafter referred to as "Subscriber", pursuant to the provisions of Chapter 791 of the Texas Government Code (Texas Interlocal Cooperation Act) as follows:

WITNESSETH:

WHEREAS, the City operates and maintains an Emergency Medical Service Department, hereinafter referred to as "Pharr EMS" within the corporate city limits of the City of Pharr and other incorporated cities and unincorporated areas within Hidalgo County which choose to subscribe to and be covered as part of this department established by the City; and

WHEREAS, the City is a holder of a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance, Advanced Life Support and Basic Life Support Services providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11; and

WHEREAS, the Pharr EMS provides emergency medical services and emergency transportation of injured or ill persons to local hospitals; and

WHEREAS, the Subscriber desires to enter this agreement with the City for the provision of certain emergency medical services within the Subscriber's jurisdiction in order to preserve and protect the health and safety of persons within the Subscriber's jurisdiction; and

WHEREAS, the City and Subscriber have determined to enter into this agreement relating to the provision of certain emergency medical services within the Subscriber's jurisdiction and to set out the terms, rights, duties, and responsibilities and the Subscriber with respect thereto; and

WHEREAS, the City and the Subscriber have determined that the provision of certain emergency medical services is a public purpose within their statutory

powers of government; and

WHEREAS, the City and Subscriber, acting in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, desire to work cooperatively for the purpose of fulfilling their respective public and governmental purposes, needs, objectives, and programs.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

ARTICLE I
Purpose

1.01 The purpose of this agreement is to extend the operation of the Pharr EMS as the qualified providers for 9-1-1 Emergency Medical Services and Emergency Medical Priority Dispatching into Subscriber's varsity football games that occur in the City of Edinburg.

1.02 This agreement is for coverage only and not a partnership or joint venture.

1.03 The Parties expressly agree that all services to be performed by the City under this agreement are limited to the exercise of a "governmental function" as defined by Section 101.0215 of the Texas Civil Practice & Remedies Code and Section 791.003 of the Texas Government Code; to wit, the operation of an emergency ambulance service. Tex. Civ. Prac. & Rem. Code §101.0215(18); Tex. Gov't Code §791.003(3)(M).

1.04 Nothing in this agreement shall be deemed or construed as a waiver of sovereign immunity of the Parties.

1.05 This interlocal agreement shall not be deemed or construed in any way as creating a joint venture, joint enterprise, partnership or any other legal arrangement or relationship between the Parties other than an interlocal cooperation contract under Chapter 791.

ARTICLE II
Term

2.01 The term of this agreement is for a period of commencing August 26, 2021 and terminating May 31, 2022. .

2.02 Extension of this Interlocal Agreement may be at the mutual written agreement of both parties.

ARTICLE III
Scope of Services

3.01 During the term of this agreement, the Pharr EMS shall provide stand-by services with Mobile Intensive Care Unit (MICU) capability (the "Emergency Medical Services") for all varsity football games located in the City of Edinburg. .

3.02

3.03 Request forstand- by ambulance services initiated by one point of contact within ECISD.

3.05 In order to provide coverage to persons within the Subscriber's jurisdiction or , the City reserves any and all rights to implement changes or modifications in the operation, personnel facilities, equipment, or management of Pharr EMS.

3.05 City shall employ and manage the necessary personnel for the operation of an emergency communications center. Sufficient qualified personnel shall be present at all times to provide for prompt answering of telephone calls, TTYs or text messages. Although no specific number of personnel are required or imposed the City's staffing levels shall be such that callers shall not wait more than 3 rings before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been initiated.

3.05

3.06

3.06Pharr EMS shall observe and comply with all applicable federal, state, county, and local laws, rules, ordinances and regulations which in any manner affect the provision of the services described in this agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

ARTICLE IV
Vehicle, Equipment and Personnel Standards

4.01 All motor vehicles used for the purpose of providing ambulance service shall be of the Type and Module as required by the Texas Department of State Health Services.

4.02 All motor vehicles used for the purpose of providing ambulance service 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.

4.03 No ambulance that has been substantially damaged or altered shall be placed in service within the Subscriber's jurisdiction or corporate limits.

4.04 City shall be responsible for maintenance of all vehicles, on-board communications, equipment and communications center facilities in performance of this inter-local.

4.05 All ambulances must be individually identified by letter, numbers or a combination thereof, displayed on the front, sides and rear of the unit with letters or numbers at least four (4") in height and must be legible from at least 500ft.

4.06 All persons employed by City in performing this agreement shall hold the appropriate certifications and/or licenses as required by the Texas Department of Health.

ARTICLE V
Medical Control

5.01 City shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with Pharr EMS field personnel. It is the responsibility of City to ensure that adequate medical field protocols are available at all times.

5.02 City shall ensure medical quality control is available at all times. City's Medical Director shall evaluate all medial protocols and standing orders annually and purchase all controlled substances.

ARTICLE VI
Record Keeping and Reporting

6.01 City 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.

6.02 City shall provide Subscriber monthly summaries if its activities within the Subscriber's jurisdiction or corporate limits on or before the 15th of each month during the term of this agreement as follows:

- Listing of all EMS calls for service for the previous month broken down by location/address of the call;
- Type of call;
- Time the call was received, time dispatched and time of arrival.
- Any calls greater than the allotted response time will be accompanied by an explanation of delayed response.

ARTICLE VII
Consideration for Services

7.01 The City of Pharr EMS will provide EMS coverage for E.C.I.S.D. varsity football games within the City of Edinburg for the cost of $140 per hour per ambulance.

ARTICLE VIII
Termination

8.01 Subscriber shall have the option to terminate this agreement by notifying the City Manager, in writing, at least 30 days' in advance.

ARTICLE IX
Allowable Charges, Billing and Collections

9.01 City is authorized to charge no more that the rates prescribed under the Pharr Code of Ordinances. Such rates may be change by prior written approval and action of the Pharr Board of Commissioners. City will be responsible for billing persons receiving services and shall conduct all billing and collection activities and procedures.

9.02 In addition to any consideration payable by Subscriber to City under Article VII, and in consideration of the services rendered to be rendered to patients in Subscriber's jurisdiction or corporate limits, Subscriber authorizes and agrees to allow City: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by the City to such patients; and (2) to obtain a written assignment of benefits from the patients allowing City the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors.

ARTICLE X
Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given in person or by certified or registered mail, addressed to the proper party, at the following address:

SUBSCRIBER:	CITY:
Superintendent	City Manager
E.C.I.S.D.	City of Pharr
411 N. 8th	118 S. Cage Blvd. 4th Floor
Edinburg, Texas 78540	Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

ARTICLE XI
Texas Law to Apply

11.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are in Hidalgo, County, Texas. Venue of any action arising out of, or relating to this Agreement shall be in the state district courts of Hidalgo County, Texas

ARTICLE XII
Legal Construction

12.01 In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
Prior Agreements Superseded

13.01 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

ARTICLE XIV
Amendment

14.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XV
Other Provisions

15.01 **Conflict Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

15.02 **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

15.04 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15.05 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15.06 **No Assignment.** This Agreement shall not be assignable.

15.07 **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15.08 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

15.09 **Authority to Execute.** The execution and performance of this Agreement by the Parties have been fully and duly authorized by each party's governing body and all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

15.10 **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

15.11 N**o Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

15.12 **Force Majeure.** If any party hereto is rendered unable, wholly or in part, by "Force Majeure" to carry out its obligations under this agreement, then that party should give to the other party hereto prompt written notice of the Force Majeure with reasonable particularities concerning it. Thereupon, the obligations of the party giving the notice, so long as they are affected by the Force Majeure, shall be suspended during, but no longer than a continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance. "Force Majeure" is defined as an act of God (as hat term has been interpreted under Texas common law), an act of a ublic enemy, war, pandemic, endemic and other causes not reasonably within the control of any party hereto. Notwithstanding the foregoing, the parties recognize that the provision of emergency ambulance services is particularly critical during occurrences that may constitute a Force Majeure. Nothing here in is intended to excuse noncompliance with any applicable disaster response plan. Further, the parties shall use their best efforts to continue uninterrupted and undiminished service notwithstanding a Force Majeure.

15.13 **HIPAA Requirements.** To the extent applicable to the Agreement, the Parties agree to comply with the Health Information Technology for Economic and

Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S .C. *Section* 1320d *et seq.* (“HIPAA”) and any current and future regulations promulgated under the HITECH Act or HIP AA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any "Protected Health Information," including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. If required by such laws, the Parties shall, execute and deliver a Business Associate Agreement. The Parties agree also to comply with state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to patient information.

[remainder of page intentionally blank]

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

SUBSCRIBER

BY: _____
Mario Salinas, Superintendent

ATTEST:

BY: _____
XXXX

THE CITY OF PHARR

BY:_____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

BY: _____
Hilda Pedraza, City Clerk

Approved as to Form:

BY: _____
City Attorney

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.I.
DATE SUBMITTED: September 2, 2021
MEETING DATE: September 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 2 in the amount of $220,793.22 for additional scope of work item to the Northbound Lanes and 2nd BSIF Exit Project.

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

Issue: Addition Scope of Work due to unforeseen conditions which include the following:

Change Proposal #2 ($1,197.80) - Installation of a 42" steel casing with end caps and cement-stabilized sand backfill adjacent
to a Hidalgo County Irrigation No. 2 existing irrigation line. There were several iterations of this design, and one that was
finally accepted by all stakeholders. Recommendation is to accept.
▪ Change Proposal #6 ($137,057.42) – Reconfiguration of steel framed fencing gates and change to 1x1 inch mesh on fencing.
This request was made by CBP due to the length of proposed sliding gates. Fencing fabricators were not willing to provide
warranty for these items as designed. A revised layout was provided by CBP to reduce the sliding gates length. The proposal
also includes matching the existing 1x1 inch mesh chain link fence as requested by CBP, but not currently shown in plans.
Plans currently show a 2x2 inch mesh chain link fence. The pricing for this change proposal has been vetted and is in line with
current market pricing. Recommendation is to accept.
▪ Change Proposal #7 ($72,635.00) – There was a discrepancy between the plans and the quantities on the bid sheet with
regards to the booth and RPM foundations. Plans show three foundations of each, and the bid sheet listed only two of each.
The pricing for this change proposal has been vetted and is in line with other concrete foundations within in this project and
current market pricing. Recommendation is to accept.
▪ Change Proposal #8 ($9,903.00) – Replacement and relocation of a 3” pvc conduit and fiber optic cable. Unforeseen
underground fiber optic line was damaged during the earthwork process (excavation

and grading). PVC conduit will be
replaced and installed at a lower elevation to avoid new paving activities.
Recommendation is to accept.

Project# CSJ-0921-02-385 & 383

Fiscal Consideration: Original Contract: $7,946,724.38

Change Order No. 1	$48,137.23	
Change Order No. 2	$220,793.22	
Revised Contract Amount:	$8,215,654.83	

Staff Recommendation: Staff recommends approval of Change Order No. 2 in the amount of $220,793.22 for the Northbound Lanes & 2nd BSIF Exit Project.

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 9/2/2021
Omar Anzaldua	Approved - 9/2/2021
Ignacio Amezcua	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
Karla Saavedra	Approved - 9/3/2021
City Management Office	New - 1/1/1900

BROWNSTONE
CONSULTANTS

Carlos Del Angel, PMP
Senior Project Manager
Brownstone Consultants LLC
PO Box 3898
McAllen, TX 78505

Mr. Omar Anzaldua, PE, PMP, CCM
City Engineer
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

Re: Pharr International Bridge FY 15 Projects Change Order No. 2 Recommendation

Mr. Anzaldua,

Brownstone Consultants has reviewed the following change proposals submitted by ICE Engineers (Contractor) for the project and has come to the following conclusions and recommendations.

- **Change Proposal #2 ($1,197.80)** - Installation of a 42" steel casing with end caps and cement-stabilized sand backfill adjacent to a Hidalgo County Irrigation No. 2 existing irrigation line. There were several iterations of this design, and one that was finally accepted by all stakeholders. ***Recommendation is to accept.***
- **Change Proposal #6 ($137,057.42) –** Reconfiguration of steel framed fencing gates and change to 1x1 inch mesh on fencing. This request was made by CBP due to the length of proposed sliding gates. Fencing fabricators were not willing to provide warranty for these items as designed. A revised layout was provided by CBP to reduce the sliding gates length. The proposal also includes matching the existing 1x1 inch mesh chain link fence as requested by CBP, but not currently shown in plans. Plans currently show a 2x2 inch mesh chain link fence. The pricing for this change proposal has been vetted and is in line with current market pricing. ***Recommendation is to accept.***
- **Change Proposal #7 ($72,635.00) –** There was a discrepancy between the plans and the quantities on the bid sheet with regards to the booth and RPM foundations. Plans show three foundations of each, and the bid sheet listed only two of each. The pricing for this change proposal has been vetted and is in line with other concrete foundations within in this project and current market pricing. ***Recommendation is to accept.***
- **Change Proposal #8 ($9,903.**00) – Replacement and relocation of a 3" pvc conduit and fiber optic cable. Unforeseen underground fiber optic line was damaged during the earthwork process (excavation and grading). PVC conduit will be replaced and installed at a lower elevation to avoid new paving activities. ***Recommendation is to accept.***

If the City agrees with the recommendations, please advise and we will prepare change order No. 2 immediately.

Sincerely,

Carlos Del Angel, PMP

Pharr Engineering

CHANGE ORDER

Contractor: International Consulting Engineers (ICE)

Change Order No.: 2

Project: Northbound Lanes Expansion & 2nd BSIF Exit

Date: 9/2/2021

CSJ 0921-02-0385 & CSJ 0921-02-383

Notice to Proceed Date: 8-Sep-20

Change Order Amount: $220,793.22

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

1. Change Proposal #2 - $1,197.80 - Installation of 42" steel casing with end caps and cement-stabilized sand backfill.

2. Change Proposal #6 - $137,057.42 - Installation of steel framed sliding gates and 1'x1' chain link fencing.

3. Change Proposal #7 - $72,635.00 - Installation of one RPM foundation and one inspection booth foundation including data and electrical conduits.

4. Change Proposal #8 - 9,903.00 - Relocation and installation of damaged 3" pvc conduit and wire for fiber optic line.

Reason for Change Order:

1. Change Proposal #2 - After several meetings and conversations between HCID #2 and all stakeholders, the existing 30" irrigation line will remain in place and undisturbed. A 42" steel casing will be installed parallel to the existing irrigation to prevent any interruptions to CBP operations if a failure on the irrigation line exist in the future. Proposal is based on the last revised design. See attachment.

2. Change Proposal #6 (CBP Requested Change) - Due to the length of proposed sliding gates, fencing fabricators were unable to provide warranty for these items. A revised layout was provided by CBP in order to reduce the sliding gate length. Proposal includes matching the existing 1" mesh chain link fence as requested by CBP. Plans currently show a 2" mesh chain link fence.

3. Change Proposal #7 - Due to a discrepancy between the original plans and the quantity bid sheet. The plans shows three foundations of each and the bid sheet listed two foundations of each.

4. Change Proposal #8 (Unforeseen Condition) - Unforeseen underground fiber optic line was damaged during earthwork process (excavation and grading). PVC conduit will be relocated and installed at a lower elevation to avoid any further issues.

	Contract Price		**Contract Time (Calendar Days)**
Original Contract:	$ 7,946,724.38	Current Completion Date:	28-Mar-22
Previous Change Order: (+/-)	$ 48,137.23	Additional Days:	30
This Change Order: (+/-)	$ 220,793.22	Revised Completion Date:	27-Apr-22
Revised Contract Amount:	$ 8,215,654.83		

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

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

Accepted:

Contractor — Authorized Signature — Date

Recommended:

Carlos Del Angel, PMP — Authorized Signature — 9/2/2021

Project Engineer/Architect/Manager — Authorized Signature — Date

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

City Engineer — Authorized Signature — Date

Approved:

Ed Wylie

Interim City Manager — Authorized Signature — Date

INTERNATIONAL CONSULTING ENGINEERS
www.icengineers.net

City of Pharr
Northbound Lane Expansion 2nd BSIF Exit
Change Proposal #2
HCID #2 Irrigation Line

Prepared: May 11, 2021
Revised: June 23, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. HCID #2 Irrigation Line Credits								
A.	Item 400 - Structural Excavation (Special) *	43	CY	$ (25.00)	$ (1,075.00)	$ -	$ -	$ (1,075.00)
B.	Item 400 - Cement Stabilized Backfill *	40	CY	$ (150.00)	$ (6,000.00)	$ -	$ -	$ (6,000.00)
C.	Item 402 - Trench Excavation Protection *	178	LF	$ (12.00)	$ (2,136.00)	$ -	$ -	$ (2,136.00)
D.	Item 496 - Remove Structure (Pipe) *	166	LF	$ (35.00)	$ (5,810.00)	$ -	$ -	$ (5,810.00)
E.	Item 1008 - Irrigation PVC Pipe (30 in) *	166	LF	$ (110.00)	$ (18,260.00)	$ -	$ -	$ (18,260.00)
F.	Item 7016 - Casing (Steel)(42 in) *	145	LF	$ (180.00)	$ (26,100.00)	$ -	$ -	$ (26,100.00)
							Sub-Total HCID #2 Irrigation Line Credits	$ (58,306.00)

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City of Pharr
Northbound Lane Expansion 2nd BSIF Exit
Change Proposal #2
HCID #2 Irrigation Line

Prepared: May 11, 2021
Revised: June 23, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1.2. HCID #2 Irrigation Line (42" Casing)								
A.	Item 400 - Structural Excavation (Pipe) *	181	CY	$ 25.00	$ 4,525.00	$ -	$ -	$ 4,525.00
B.	Item 400 - Cement Stabilized Backfill *	126	CY	$ 150.00	$ 18,900.00	$ -	$ -	$ 18,900.00
C.	Item 402 - Trench Excavation Protection *	155	LF	$ 12.00	$ 1,860.00	$ -	$ -	$ 1,860.00
D.	Item 7016 - Casing (Steel)(42 in) *	155	LF	$ 180.00	$ 27,900.00	$ -	$ -	$ 27,900.00
E.	42" x 42" x 0.5" Carbon Steel Cap	2	EA	$ 969.40	$ 1,938.80	$ 3,180.00	$ 1,200.00	$ 6,318.80
							Sub-Total HCID #2 Irrigation Line (42" Casing)	$ 59,503.80
Grand Total								$ 1,197.80

Notes:

A. Overhead and Supervision included in each task.
B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.
C. Additional Days requested: 30 days.
* Unit Price as per Contract

Item		Description	Units	Quantity	Unit Cost	Total Cost
D		**48" x 48" x 0.5" Carbon Steel Cap**				
	D.1.1	48" x 96" x 0.5" Carbon Steel Plate	EA	1.00	$ 1,102.80	$ 1,102.80
	D.1.1	Welding Electrodes 7818 Pipeliner	LB	100.00	$ 4.36	$ 436.00
	D.1.2.	Miscellaneous (Oxigen, Welding Rods, Etc.)	LS	1.00	$ 400.00	$ 400.00
						$ 1,938.80
	D.2.1	Labor	HR	24.00	$ 35.00	$ 840.00
	D.2.2.	Welder	HR	24.00	$ 90.00	$ 2,160.00
	D.2.3.	Equipment Operator	HR	4.00	$ 45.00	$ 180.00
						$ 3,180.00
	D.3.1.	Welding Machine	HR	20.00	$ 20.00	$ 400.00
	D.3.2.	Excavator	HR	4.00	$ 180.00	$ 720.00
	D.3.3.	Hand Tools	HR	4.00	$ 20.00	$ 80.00
						$ 1,200.00
					Total 48" x 48" x 0.5" Carbon Steel Cap:	**$ 6,318.80**

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City of Pharr
Norbaound Lane Expansion and 2nd BSIF Exit
Change Proposal #6
Chain Link Fence and Gates

Prepared: July 9, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. Chain Link Fenec Northbound Lane Expansion Credits								
A.	Item 550 - Chain Link Fence (Install) (10' Height) W/2' Barber Top (CMPL in Place) (2" x 2" Fabric)*	258	LF	$ (75.00)	$ (19,350.00)	$ -	$ -	$ (19,350.00)
B.	Item 550 - Steel Frame Sliding (Drive-Thru) Gate (Double)(Barb Top)(10' x 64') (Install)(Cmpl in Place)	1	EA	$ (20,000.00)	$ (20,000.00)	$ -	$ -	$ (20,000.00)
1.2. Chain Link Fenec 2nd BSIF Exit Credits								
A.	Item 550 - Chain Link Fence (Install) (10' Height) W/2' Barber Top (CMPL in Place) (2" x 2" Fabric)*	571	LF	$ (75.00)	$ (42,825.00)	$ -	$ -	$ (42,825.00)
B.	Item 550 - Steel Frame Sliding (Drive-Thru) Gate (Double) (Barb Top)(10' x 64')&(10' x 56') (Install)(Cmpl in Place)	1	EA	$ (5,000.00)	$ (5,000.00)	$ -	$ -	$ (5,000.00)
							Sub-Total Chain Link Credits	$ (87,175.00)

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City of Pharr
Norbaound Lane Expansion and 2nd BSIF Exit
Change Proposal #6
Chain Link Fence and Gates

Prepared: July 9, 2021

1.3. Chain Link Fence Northbound Lane Expansion (with 1" x 1" Chain Link Fabric to Match Existing)								
A.	Item 550 - Chain Link Fence (Install) (10' Height) W/2' Barber Top (CMPL in Place) (1" x 1" Fabric)	258	LF	$ 137.74	$ 35,538.16	$ 4,920.52	$ 1,545.45	$ 42,004.12
B.	Item 550 - Steel Frame Sliding (Drive-Thru) Gate (Double) (Barb Top) (10' x 35')&(10' x 32') plus Swing Gates (Barb Top)(10' x 14')&(10' x 28') (Install)(Cmpl in Place)	1	EA	$ 44,768.59	$ 44,768.59	$ 12,060.00	$ 2,380.00	$ 59,208.59
1.4. Chain Link Fenec 2nd BSIF Exit (with 1" x 1" Chain Link Fabric to Match Existing)								
A.	Item 550 - Chain Link Fence (Install) (10' Height) W/2' Barber Top (CMPL in Place) (1" x 1" Fabric)	550	LF	$ 137.74	$ 75,759.64	$ 10,489.48	$ 3,294.55	$ 89,543.68
B.	Item 550 - Steel Frame Sliding (Drive-Thru) Gate (Double) (Barb Top) (10' x 35')&(10' x 32') plus Swing Gates (Barb Top)(10' x 14')&(10' x 28') (Install)(Cmpl in Place)	1	EA	$ 33,476.03	$ 33,476.03	$ 9,460.00	$ 1,860.00	$ 33,476.03
							Sub-Total Chain Link Fence	$ 224,232.42
Grand Total								$ 137,057.42

Notes:

A. Overhead and Supervision included in each task.

B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.

C. Additional Days requested: 30 days.

* Unit Price as per Contract

City of Pharr
Norbaound Lane Expansion and 2nd BSIF Exit
Change Proposal #7
RPM and Booth Foundation

Prepared: July 15, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. RPM & Booth Foundation								
A.	Item 9003 - Concrete X-Rays (RPM) Pads (Entrance) (Completed in Place)*	1	EA	$ 24,850.00	$ 24,850.00	$ -	$ -	$ 24,850.00
B.	Item 9003 - Booth Foundation (Comunication and Electrical Conduits)(Complete in Place)(No Booth Cabin)(No ilumination and Electrical Panels)	1	EA	$ 17,515.00	$ 17,515.00	$ 24,570.00	$ 5,700.00	$ 47,785.00
							Sub-Total RPM & Booth Foundation	$ 72,635.00
Grand Total								$ 72,635.00

Notes:

A. Overhead and Supervision included in each task.

B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.

C. Additional Days requested: 20 days.

* Unit Price as per Contract

Item		Description	Units	Quantity	Unit Cost	Total Cost
1.1.	A.	**RPM & Booth Foundation**				
		Materials				
		4000 PSI Concrete	CY	32	$ 180.00	$ 5,760.00
		Rebars	Ton	3.25	$ 1,500.00	$ 4,875.00
		Sand	CY	47	$ 40.00	$ 1,880.00
		Electrical Conduit, Boxes, Etc.	LS	1	$ 5,000.00	$ 5,000.00
					Total Materials:	**$ 17,515.00**
		Labor				
		General Labor	HR	300.00	$ 35.00	$ 10,500.00
		Concrete Finisher	HR	200.00	$ 42.00	$ 8,400.00
		Equipment Operator	HR	26.00	$ 45.00	$ 1,170.00
		Electrical Subcontractor	LS	1.00	$ 4,500.00	$ 4,500.00
					Total Labor:	**$ 24,570.00**
		Equipment				
		Front End Loader	HR	6.00	$ 150.00	$ 900.00
		Mini Excavator	HR	20.00	$ 100.00	$ 2,000.00
		Hand Tools	HR	40.00	$ 20.00	$ 800.00
		Forms	LS	1.00	$ 2,000.00	$ 2,000.00
					Total Equipment:	**$ 5,700.00**

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City of Pharr
Norbaound Lane Expansion and 2nd BSIF Exit
Change Proposal #8
Fiber Optic Lowering and Relocation

Prepared: July 15, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. Fiber Optic Lowering and Relocation.								
A.	Fiber Optic Lowering and Relocation (fiber Optice)(Terminals)(3" Sch. 40 Electrical Conduit)(Pull box)(Completed in Place)	1	EA	$ 5,587.00	$ 5,587.00	$ 3,916.00	$ 400.00	$ 9,903.00
							Sub-Total Fiber Optic Lowering and Relocation	$ 9,903.00
Grand Total								$ 9,903.00

Notes:

A. Overhead and Supervision included in each task.

B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.

C. Additional Days requested: 15 days.

* Unit Price as per Contract

Item		Description	Units	Quantity	Unit Cost	Total Cost
1.1.	A.	**Fiber Optic Lowering and Relocation**				
		Materials				
		Electrical Materials (3" Electrical Conduit Sch. 40 and misc.)	LS	1	$ 2,280.00	$ 2,280.00
		Fiber Optic Materials (6-Strand 62.5mm OSP Fiber Optic cable)(Adapter Panel, Connectors)(24" x 24" x 8" Enclosure)(Labeling)	LS	1	$ 2,907.00	$ 2,907.00
		Sand	CY	10	$ 40.00	$ 400.00
					Total Materials:	**$ 5,587.00**
		Labor				
		Electrical Labor	LS	1.00	$ 1,726.00	$ 1,726.00
		Fiber Optic Labor	LS	1.00	$ 2,010.00	$ 2,010.00
		Equipment Operator	HR	4.00	$ 45.00	$ 180.00
					Total Labor:	**$ 3,916.00**
		Equipment				
		Mini Excavator	HR	4.00	$ 100.00	$ 400.00
					Total Equipment:	**$ 400.00**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.J.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Cynthia Garza, External Affairs Director

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. and the City of Pharr for Community Development Block Grant (CDBG) administration services.

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

Issue: The current CDBG manager has resigned for the City. Due to the specialized position and the upkeep of federal regulations and guidelines, this position must be vetted properly.

Fiscal Consideration: Estimated $7,400 per month for a period of 6 months

Staff Recommendation: Staff reccomends approval

Alternatives: NONE

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

ROUTING:

Cynthia Garza	Created/Initiated - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
Karla Saavedra	Approved - 9/3/2021
City Management Office	New - 1/1/1900

HOLLIS RUTLEDGE AND ASSOCIATES, INC.

HRA Inc. 2021 Pharr CDBG Proposal

September 3, 2021

Company Information

Hollis Rutledge and Associates, Inc. (HRA, Inc.) is a management and marketing counseling firm that serves both private and public entities including cities, school districts, economic development corporations, counties, and private companies. The firm's expertise and specializations are governmental affairs and relations. Governmental affairs and relations can involve various activities including representation before state and federal agencies, development of appropriation requests, proposal writing, grant development, coordination, and/or administration. Firm associates have extensive knowledge and experience at the local, state, and national levels on government policies, policy development, and implementation strategies including managing federally funded local public works construction projects. Public and private policy as well as policy implementation areas of expertise include transportation, infrastructure development including roads, water, sewer, international bridges, employment, education and job training, strategic planning and evaluation, governmental procurement, banking, project finance, economic development, health care and health care insurance, public finance, tax, telecommunications, international trade, housing, and water with total combined experience of over 97 years. The associates have earned a reputation throughout South Texas of achieving outstanding results for clients. The office in South Texas is in the City of Mission. The owners of the company are Mr. Hollis V Rutledge, Jr. and Mrs. Sheila Vallés-Pankratz

- Physical Address: 523 N Conway, Ste 3, Mission, TX 78572.
- Mailing address: 414 N Mayberry St, Mission, TX 78572
- Office number: 956-583-0002
- Fax Number: 956-583-0500
- Email of company's primary contact: hollis.rutledgeassociates@gmail.com.
- HRA, Inc. is a Texas HUB.
- HRA, Inc. has certified administrator of TXCDBG programs by TDA
- HRA, Inc. and company principal Mr. Hollis Rutledge are not listed (is not debarred) through the System for Award Management (SAM.gov).

Experience and Qualifications

Mr. Hollis Rutledge, the founder of HRA, Inc., was called upon twice to serve as a Presidential Appointee in Southwest Region 7, first by President Reagan as a Special Assistant over five states with US Housing and Urban Development (HUD) and then by President Bush as a Regional Administrator for the General Services Administration over eleven states. He was Executive Director of the Hidalgo-Willacy Job Training Partnership Act (JTPA) Program, former owner of Delta Systems Services, Inc. – an engineering and architectural firm, Director of Planning and Administration for the City of San Benito, City Manager for various municipal governments, real estate agent, owner of a marketing and consulting firm, Marketing Director for various professional service organizations and a Certified Teacher.

Special expertise includes: Extensive experience with the CARES Act, H.U.D. and GLO programs, management methods and practices, all aspects of public works projects including financing methods, rules and regulations, negotiations, government building and bridge permits, zoning, real estate, economic development, marketing, government affairs at the federal, state, and local government level. Our firm has extensive experience in the application and administration of State and Federal grants from State and Federal departments such as, Texas

Community Development Block Grant (TxCDBG), Texas Department of Transportation (TXDOT), The Governor's Office, Texas Education Agency, US Economic Development Administration, Texas Water Development Board, Texas General Land Office, Texas State Energy Conservation Office, Texas Parks and Wildlife, TDRA, RBEG, and others.

The executive staff and associates of Rutledge & Associates have extensive experience, which can greatly benefit your organization.

Hollis V. Rutledge, Jr.
President & Owner

Mr. Rutledge has over thirty-six years of experience in management methods & practices in both public and private sectors of the economy. Mr. Rutledge has extensive expertise in all aspects of public works projects including:

Financing methods
Rules & regulations
Government Building and Bridge Permits
Zoning, Real Estate & Economic Development
Marketing
Governmental Relations- Federal, State & Local

EXPERIENCE:

- Administrator, U.S. General Services Admin. of Region VII (11 States)
- Special Assistant, Region VI U.S. Dept. of Housing & Urban Development
- Director of Hidalgo Job Training Partnership Act (JTPA) Program
- Past Owner of Delta Systems Services, Inc. - an Engineering & Architectural Firm
- Dir. of Planning & Admin., City of San Benito
- City Manager for various municipal governments
- Real Estate Agent
- Owner of Marketing & Consulting Firm – Consultant to various public and private sector organizations
- Marketing Director for various professional services organizations
- Certified Teacher

EDUCATION:

B.A., University of Texas Pan American University, Edinburg, TX, Major: Political Science, Minor: Speech & Urban Studies.

BACKGROUND

Hollis Rutledge was called upon twice to serve as a Presidential Appointee in Southwest Region 7, first by President Reagan as a Special Assistant over five states with Housing and Urban Development and then by Mr. President Bush as a Regional Administrator for the General Services Administration over 11 states. Rutledge was the Senior Executive Services (SES) administrator and manager of General Services Administration Region 7 for three and one-half years. He exceeded goals for Total Quality Management (TQM) for the Southern Border Capital Improvement Program, affirmative action, and procurement initiatives. He assisted in administrating Housing and

Urban Development policies, programs, and personnel over five southwest states for five years. He was appointed by Texas Governor Clements to the Texas Advisory Commission on Intergovernmental Affairs, and was elected or appointed to serve on boards and committees in Bexar and Hidalgo Counties including the Bexar County Mental Health and Mental Retardation Board of Trustees, and as Chair of the Tarrant County Saving Bond Campaign under the auspices of the Federal Executive Board for three years, and as Chairperson of the Federal Executive Board, a federal interagency board to address the mutual concerns and issues of federal agencies working together including INS, HUD, GSA, SBA, HHS, Department of Education, Department of Treasury, FBI, Dept. of Agriculture, US Department of the Army, the Navy, and the Air Force, Department of Energy, EPA, FEMA, Department of Commerce, EDA, Department of the Interior, Department of Transportation, and others.

Hollis Rutledge has served at the local level in various municipal and county positions including Executive Director of the Hidalgo-Willacy Job Training Partnership Act Program, City of Hidalgo City Administrator, City of San Benito Director of Planning and Administration, and Circuit City Manager for the County Rural Cities Consortium Program (City/County Economic Development Corporation)

Mr. Rutledge has valuable private sector experience. He served as the Marketing Director for Blom Engineering Corp., Inc. in Harlingen, Texas for two years and three years as Associate Vice President for Intergovernmental Relations for Frontera Associates International. Inc., an architectural-engineering firm out of San Antonio that dealt with projects on both sides of the US Mexican border, Canada, and Peru. Projects included international bridges, flood disaster studies, construction supervision/management services, right-of-way streets and drainage, and urban/regional planning. Prior to accepting a Presidential Appointment, he established Delta Systems Services, Inc., a successful architectural, civil engineering, surveying, and urban planning firm in Elsa, Texas. In 1993, Mr. Rutledge founded Hollis Rutledge and Associates, Inc. engaged in providing management and marketing consulting services, and real estate sales to public and private clientele.

He is fluent in English and Spanish. Rutledge is a licensed Realtor and a certified teacher. Hollis Rutledge holds a Bachelor of Arts from the University of Texas at Pan American in Political Science with a minor in Speech.

Mrs. Vallés-Pankratz has over twenty-eight years in both public and private sectors of the economy. Mrs. Vallés-Pankratz has specialized in the following organizational areas:

Sheila M. Vallés-Pankratz
Executive Vice President

Budgeting and Program Reporting Systems
Strategic Planning & Evaluation
Performance Measures, Labor Market Analysis
Workforce Education and Training Programs (School-to-Careers, Tech Prep, WIA, etc.)
Program Design and grant development

EXPERIENCE:

- Consultant to various private and public organizations as Vice President of HRA
- Assistant Director of Tech Prep of the Rio Grande Valley, Inc. -Tech Prep Consortium & School-to-Careers Partnership
- Coordinator of Outreach for four counties for early childhood Texas Department of Health Program
- Planner for Local JTPA Program
- Budget Analyst & MBE (HUB) Purchasing Coordinator for Department of Administrative Services (DAS), State of Ohio
- Certified in Bilingual Elementary Education

EDUCATION:

B.A., University of Texas Pan American, Edinburg, TX, Major: Political Science, Minor: English M.P.A., Ohio State University, School of Public Policy & Management, Columbus, Ohio with a specialization in Fiscal Admin.

BACKGROUND

Sheila Vallés-Pankratz has been an associate with Hollis Rutledge & Associates, Inc. and a consultant on management, legislative, marketing, planning and evaluation issues for over five years. Her expertise is Budgeting and Program Reporting Systems, Strategic Planning & Evaluation, Government Procurement, Labor Market Analysis, Education, Workforce Education and Training Programs (School-to-Careers, Tech Prep, WIA, etc.), Health and Health Insurance, Research, Grant writing, and Program Design. Prior to joining Hollis Rutledge & Associates, she worked for the State of Ohio for four years starting as a Graduate Intern with the Industrial Commission of Ohio (Now State of Ohio Bureau of Workers Compensation) and later as a Budget Analyst for the Department of Administrative Services. She produced a report on Nursing Home occupational safety and patient safety issues that was published in the State of Ohio occupational research magazine. Sheila Pankratz was offered a Budget Analyst position within a newly created Budget Division of three people at the State of Ohio's Department of Administrative Services (DAS) at the recommendation of a Graduate Professor and Former Governor Celeste State Budget Officer. Later she also became Minority Business Enterprise Purchasing Coordinator. DAS was the largest State Agency in the State of Ohio and dealt with state personnel, engineering, architectural, building maintenance,

computer and telecommunications systems, government surplus, procurement, and equal employment opportunity and minority business development. Sheila Pankratz worked in a team of four headed by a Former Director of the State of Ohio Office of Budget and Management Office. The team put together a strategic planning, budgeting, evaluation, and reporting system recognized by then Governor Celeste. Responsibilities included reviewing, analyzing, and writing legislation, representing the organization before the State of Ohio Office of Budget and Management, analyzing procurement for the Agency Director, and analyzing and recommending program improvement strategies to improve effectiveness and efficiency.

Sheila Pankratz returned to the South Texas area to become involved in education, including school finance and funding strategies, and educational system improvement strategies. The University of Texas at Pan American accepted her into a special alternate Teacher Bilingual Ed Certification Program, and she received a certification in Elementary Bilingual Education. She taught one year and later accepted a position as Head Planner for the Hidalgo-Willacy County Job Training Partnership Act Program for one year. She was offered a position with the State of Texas as the Coordinator of Outreach for four South Texas counties--Hidalgo, Willacy, Cameron, and Starr--for a Texas Department of Health Early Child Health Program. She designed a program for outreach that successfully increased participation. Shortly afterwards, she was offered another position with the State of Texas as Assistant Director of Tech Prep of the Rio Grande Valley, Inc.--Tech Prep Consortium & School-to-Careers Partnership, a regional planning and educational reform organization working with businesses, 31 school districts, 7 colleges, and other social service agencies in Cameron, Willacy, Hidalgo, and Starr Counties. She was involved in the planning and implementing of innovative strategies for the nationally recognized educational reform program known as the Shared Advisor Program currently being utilized by the Hidalgo-Willacy Local Workforce Development Board.

Sheila Pankratz holds a Bachelor of Arts from the University of Texas at Pan American with a major in Political Science and a minor in English. She received honors including National Dean's List, and PAU Honor Roll and Dean's List. She also holds a Masters of Public Policy and Management (M.P.A.) with a specialization in Fiscal Administration from The Ohio State University, School of Public Policy & Management. She graduated with honors and was inducted into the National Honor Society for Public Administrators.

She is in her fourth year on the Texas Manufactured Housing Board. She is in her tenth year on the Mission Housing Authority Board and her third year on the Mission Library Board. She is also a member of the Mission Chamber of Commerce Board. She served for one year on the Hidalgo & Willacy Local Workforce Development Board as Planning Committee Chair and member of the Executive Committee. She is fully literate and fluent in Spanish.

Ms. Leon has over 36 years of experience in the government and non-profit sector. Ms. Leon has extensive experience in the area of government and non-profit housing.

A. Cynthia Leon

EXPERIENCE:

A. Cynthia Leon was appointed to the position of HUD Regional Director in Region VI by President George W. Bush on December 3, 2001. As the Regional Director, she was responsible for the delivery of HUD programs and services to more than 33 million Americans living in the states of Texas, Oklahoma, Louisiana, Arkansas, and New Mexico. She was one of Texas, and the Region's 10 Field Offices. She was the Department's liaison to governors, mayors, elected representatives, city managers, state and local officials, and the Department's customers.

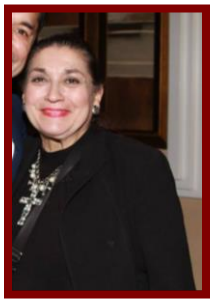
Ms. Leon's career in public service began with her first job as a VISTA volunteer in Cheyenne, Wyoming. She began her 35-year career with HUD as an intern in 1972. From 1980 to 1985, Ms. Leon was the Director of Native American Programs, and from 1985 to 1990, the Director of Public Housing in the Denver Regional Office. From 1990, until her appointment as the Regional Director, Ms. Leon was the Director of the HUD San Antonio Field Office.

Ms. Leon was the immediate past Chair of Dallas - Fort Worth Federal Executive Board, which coordinates the activities of the 220 federal offices in North Central Texas; and a combined federal workforce of 50,000 civilian, postal and military employees.

Ms. Leon is a retired Captain from the U.S. Navy Reserve. For most of her Navy career, she served as a Public Affairs Officer, and during the Gulf War she was called to active duty at the Pentagon.

EDUCATION:

Ms. Leon received a Bachelor of Arts degree from Austin College, Sherman, Texas, in 1969, and a Master's degree in Public Administration from the University of Colorado, Boulder, in 1972. She is a Certified Property Manager (CPM) through the Institute of Real Estate Management (IREM). Her many awards include being named HUD's Outstanding Public Housing Director of the Year in 1990.



Dr. Mona R. Parras

Dr. Mona R. Parras has over 37 years in government and public sector.

EXPERIENCE:

Dr. Norma Ramirez Parras, nicknamed Mona, earned a Bachelor of Arts degree in Secondary Education in 1971. While working as a History/Government teacher for the Mission Consolidated Independent School District, Mona continued her studies and earned a Master of Education Degree in Guidance and Counseling in 1977. In 1996, she became the principal for Mission Junior High School and went on to serve as principal of a Ninth Grade Campus in 2000 which transitioned into the second-high school in 2001. Dr. Mona R. Parras opened the second-high school, Veterans Memorial High School. She served as principal of Veterans Memorial High School until her retirement in 2003.

In 2003, Mona entered another career and served as the Assistant Chief Administrator for Hidalgo County Judge Ramon Garcia. Mona then served as Chief Administrator for Hidalgo County Commissioner, Joe M. Flores, Pct. 3. She retired in 2018 and is now a consultant for Hollis Rutledge and Associates, Inc. She completed the requirements for the Doctor of Education degree at the University of Texas-Pan American in December 2008.

ACCOMPLISHMENTS

Local/Regional: Effective Border School Research Peer Review Committee Member, Middle School Consortium Committee member, Local Restructuring committee member, Region 1 Teleconferencing Presenter, Leadership Committee member (McAllen Economic Development Corporation and Educational Entities), Recipient to tour Europe to study Educational Systems, Board Member to Court Appointed Special Advocates, United Way Membership Committee Member, United Way Peer Review Team Member, Educational Liaison to Head Start Program, Boys and Girls Club Board Member (Mission), Court-Appointed Special Advocates (CASA) Board Member and President.

State: Texas Successful Schools Awards recipient, Texas Schools Improvement Initiative Committee member, Dana Institute of Research (Math & Science) Committee member, Presenter for Texas Education Agency for Schoolwide and Title I programs, Successful School Practices, Models for Success (Computer Curriculum Corporation), Texas Education Agency Tri-Star Presenter, State Distinguished Title I recipient, Recognized School Award, State Migrant School Award recipient, State Drug Awareness and Education recipient, GEAR UP Grant recipient, Middle School Initiative Grant recipient, Congratulations letters from Governor Tommy Thompson (Wisconsin) and Governor George Bush (Texas).

National: National Distinguished Title I Award recipient, Practices for Successful Schools Presenter, Models For Success (Computer Curriculum Corporation) Presenter, Dana Center of Research Presenter, Leadership Conference July 20, 24, 1999 presenter, Council for Basic Education Presenter, Keys to Student Achievement and Beyond the Standards Horse Race – Nov. 2-4, 1999 presenter.

Mr. Paco Valentin has over 37 years in government and public sector. Mr. Valentin has extensive experience in the area of United States Department of Agriculture and Rural Development.

Paco Valentin

EXPERIENCE:

In June 2009, the Obama Administration appointed Paco Valentin the Texas State Director of Rural Development for the U.S. Department of Agriculture. As State Director, Paco led the agency's efforts to increase economic opportunity and improve the quality of life for rural Texans. Rural Development fosters growth in homeownership, finances business development and supports the creation of critical community and technology infrastructure.

Paco has dedicated his professional career to working for agricultural and rural interests. He formerly served as the Texas Program Director of the Rural Utilities Service with USDA Rural Development. For almost 37 years, he worked with USDA in various leadership capacities, including his tenure as Area Director in both Georgetown and Bryan, Texas. He gained familiarity with community facilities and multi-family housing loans while serving as a USDA Rural Development Housing Loan Specialist. During the period of 1982-1991, Paco was County Supervisor for the USDA Farmers Home Administration (FMHA) in Caldwell, Texas. Prior to that position, he served as Assistant County Supervisor in Gilmer Texas for FMHA. Before beginning his federal career in 1979 he worked as a ranch manager.

During his tenure as State Director, Rural Development provided nearly $12.5 billion in rural investments throughout Texas for housing, rural utilities, community facilities, and rural business and cooperative development. Among his notable awards, he was recognized with the Habitat Texas 2014 Statewide Community Partner of the Year Award, 2013 Statewide Rural Leadership Award by the Coordinating and Development Corporation of the Ark-La-Tex region, and was the recipient of the Urban Counties Leadership Award in 2010. Paco has also been awarded the USDA Rural Development Distinguished Service Award.

Paco holds a Bachelor of Science degree in Agriculture from Southwest Texas State University. He and his wife, Angie, live in Temple, Texas, and have two daughters, Jordan and Taylor. He enjoys spending quiet time on the family ranch and is an avid outdoorsman who enjoys hunting and fishing in his spare time.

Naomi Pankratz

Naomi Pankratz

Ms. Pankratz has approximately 13 years of experience in the private and public education sector. She is specialized in the following areas:

- Education
- GIS (Geographic Information Systems)
- Geology
- Research on multiple areas including geology, hydrogeology, psychology, rare earth elements, glacial mapping
- Grant writing

EXPERIENCE: Naomi Pankratz' experience includes the following:

- 3 years of teaching high school science classes to high-risk youth for La Joya ISD and Hempstead ISD
- GIS Technician including construction, analysis, and reporting GIS data to creating 3D maps of clients' properties using aerial imagery
- Geology intern for Uranium Energy Corporation and Mesteña Uranium, LLC including creating maps for TCEQ evaluation and well log and drilling sample analysis
- Lab Assistant/Teaching Assistant including teaching students about the basic processes of the earth and about its contents
- Researcher including organization and recordkeeping of hydrogeologic information, possible impact of parenting classes on sex trafficking prevention, evaluation of rare earth elements within a central Texas pegmatite and the Bayan Obo deposits in China, mapping Antarctica's changes in glacial boundaries using aerial imaging
- Grant writing and disaster recovery outreach for Hollis Rutledge & Associates, Inc. including work with Hurricane Dolly disaster recovery

EDUCATION:

B.S. in Geology and Minor in Geography from Texas A&M University-Kingsville, Kingsville, Texas

Honors College Graduate, Presidential Scholar- Gold

Certification in Geographic Information Systems from Texas A&M University- Kingsville, Kingsville, Texas

M.S. in Geosciences with a focus in Hydrogeology from The University of Texas at Dallas, Richardson, Texas.

Post-baccalaureate Certification in Clinical Psychology from Fielding Graduate University, Santa Barbara, California

PhD in Clinical Psychology from Walden University, Minneapolis, Minnesota, expected graduation date July 2025

John Pankratz

Mr. Pankratz has over 8 years of experience working with a variety of Hollis Rutledge and Associates Inc. clients, from cities to school districts, to achieve funding goals. Participated in Hurricane Dolly Disaster Recovery outreach team that helped build over 800 homes in the Rio Grande Valley. Mr. Pankratz also has over 5 years of experience working with H-E-B. While working as an assistant department manager for H-E-B, he applied performance data to evaluate and improve operations, target current business conditions and forecast needs. While at H-E-B, he also developed and coached employees through staff meetings to identify improvement strategies, discuss policy updates and facilitate open communication.

Skills include:

- Business Development
- Business and Personnel Management
- Increased efficiency and productivity through analysis and implementation of strategies
- Community Outreach programs
- Grant writing, research, and compliance
- Inventory Management

Education:

B.A. in Philosophy and Minor in Law, Values, and Policy from the University of Houston. Graduated December 2018.

MBA from Tarleton State University expected graduation date May 2023.

Dara San Martin-Ruiz

Mrs. San Martin-Ruiz has 4 years of experience working for Hollis Rutledge and Associates Inc. Dara serves as Assistant Grant-writer and as such supports the grant team. She assists with research, data analysis, and grant development. As needed. she supports with grant reporting.

EDUCATION
B.A. University of Texas Rio Grande Valley, Edinburg, TX, Major: Political Science, Minor: Public Administration Graduated May 2021
M.S. in Public Administration from University of Texas Rio Grande Valley, Edinburg, TX, expected graduation date December 2022.

Consultant Lead for Pharr CDBG Project September 7, 2021 to February 6, 2022

Diana Serna

Diana Serna has over thirty-seven years in planning and community development. Diana has specialized in all aspects of development projects including:

- Worked in City of Pharr - served for 4 years (1983-1987)
- Program Director for the City of Harlingen - served for 9 years (1993-2002)
- Program Director of Urban County Program - served for 17 years (2002-2020)
- Recipient for the National Community Development Association for Community Service Award 2020.
- Oversaw administration for Hidalgo County $10 million dollars for the Community Development Block Grant Disaster Recovery Funds.
- Oversaw administration for Hidalgo County $15 million dollars for projects pertaining to Hurricane Dolly. Hidalgo County was recognized by the state for full compliance of proper expenditure funds.
- Budgeting and program reporting systems.
- Strategic Community & Development planning for 37 years.

Education:

Diana received a Bachelor of Arts in Political Science at the University of Texas Pan American, Edinburg, TX in 1983.

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF PHARR
And
HOLLIS RUTLEDGE & ASSOCIATES, INC.

AGREEMENT made this September 7, 2021 between the City of Pharr, hereinafter referred to as "Client" and Hollis Rutledge and Associates, Inc., a business marketing and consulting firm, hereinafter referred to as the "Consultant"

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

Recitals

It is the desire of the Client to engage the services of the Consultant to perform for the client consultation services including but not limited to assistance with guiding and coordinating with Pharr CDBG staff and HRA Inc. consultants the administration of the City of Pharr CDBG Program.

It is the desire of the consultant to consult with the principle and other client associates, as deemed appropriate by the principle of the City of Pharr, to undertake certain activities including but not limited to assistance with guiding and coordinating with Pharr CDBG staff and HRA Inc. consultants the administration of the City of Pharr CDBG Program.

AGREEMENT

Term

1. The respective duties and obligations of the parties hereto shall be for the period of six months beginning September 7, 2021 through February 6, 2022. with the option to extend for an additional six months.

Consultations

2. The Consultant shall make himself available to consult with the Client, at reasonable times to undertake certain activities including but not limited to assistance with guiding and coordinating with Pharr CDBG staff and HRA Inc. consultants the administration of the City of Pharr CDBG Program.

Compensation

3. For services to be rendered under this agreement, the Consultant shall be entitled to the following fee: Hourly rates for time spent on assistance with guiding and coordinating with Pharr CDBG staff and HRA Inc. consultants the administration of the City of Pharr CDBG Program, excluding expenses incurred related to assigned tasks, which are to be paid separately and itemized on statements. Should the client require additional services such as and including additional consultants that our firm can provide, or time over and above the monthly retainage fee, such fee and method of payment shall be negotiated between the Client and the Consultant. All payments will be made/satisfied out of current revenues from the City of Pharr from year to year during the existence of the contract or out of funds within the control of the municipality.

Governing Law

4. The laws of the State of Texas hereunder, shall govern the validity of this agreement and of its terms or provisions, as well as the rights and duties. Venue and jurisdiction shall be exclusively in the State and District Courts of Hidalgo County, Texas.

Amendment

5. This agreement may be amended by 30-day notice and the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

Executed at Mission, Texas on this day and year first above written.

City of Pharr

_____
Ed Wylie, City Manager

Hollis Rutledge & Associates, Inc.
Consultants

Hollis V. Rutledge Jr.

_____
Hollis Rutledge, President

Hourly Rates estimated based on Support from Pharr CDBG Staff

Program Lead and HRA Inc

President and Executive Vice President:	$100 per hour estimated at 10 hours per week
Administrative Professional Support:	$85 per hour estimated at 10 hours per week
Estimated per week:	$1,850

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.K.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and actions, if any, authorizing the City Manager to approve the repair of Lift Station #6 utilizing Southern Trechless Solutions out of La Feria, TX in the amount of $238,850.00 true BuyBoard Cooperative Purchasing contract number 635-21.

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

Issue: Lift station is running on by-pass pumping due to severe corrosion of station, pipes and bases causing all pumps to fail.

Fiscal Consideration: N/A

Staff Recommendation: Approval for repairs

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 9/3/2021
Ruben Rosales	Approved - 9/3/2021
Karla Saavedra	Approved - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued: 8/30/2021

Quote: 21090

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 635-21

Project: City of Pharr - Emergency Lift Station #6 Rehabilitation

Buyboard Proposal Code No: 635-21

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	231	Mobilization	1	LS	$ 7,500.00	$ 7,500.00
2	212	Utility Crew	160	HRS	$ 575.00	$ 92,000.00
3	524	Remove & Replace Discharge/Suction 10'-12'	150	VF	$ 420.00	$ 63,000.00
4	525	Remove & Replace Guide Rail & Brackets	150	VF	$ 200.00	$ 30,000.00
5	528	Vac Truck Lift Station/ MH Sludge Removal	10	HR	$ 550.00	$ 5,500.00
6	113	Setup 12" Pump (Per Pump)	1	EA	$ 3,300.00	$ 3,300.00
7	117	Setup 12" Piping	150	LF	$ 33.00	$ 4,950.00
8	123	Operate 12" Pumping System	10	DAY	$ 1,815.00	$ 18,150.00
9		Miscellaneous Pump Bases	1	LS	$ 7,500.00	$ 7,500.00
		Payment & Performance	1	EA	$ 6,950.00	$ 6,950.00
					Total	**$ 238,850.00**

Exclusion:
1 Water to be provided by the City of Pharr at no charge to Southern Trenchless, LLC.
2 Waste site to be provided by City of Pharr.

Instructions:

** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

*** **Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599

We Appreciate Your Business!!!

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.A.
DATE SUBMITTED: September 3, 2021
MEETING DATE: September 7, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consultation with legal on Pharr International Services, LLC

Classification: Closed Session
(* If closed session, City Attorney must review and approve.)

Issue: will be dicussed in executive session

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: none

Exclude Material from Public Packet? Yes
Reason: legal

ROUTING:

Edward Wylie	Created/Initiated - 9/3/2021
Patricia Rigney	Approved - 9/3/2021
City Management Office	New - 1/1/1900