

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 18, 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 Domestic Violence Awareness Month. (POLICE)

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.

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) Submission of Sales Tax Collection Report for October 2021.

B) Submission of Property Tax Collection Report for September 2021.

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

A) Approval of minutes for July 6, 2021 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2021-2022. (FINANCE)

C) Consideration and action, if any, on Ordinance amending Ordinance O-2021-27 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. **(3rd and Final Reading)**

D) Consideration and action, if any, on Ordinance amending Ordinance O-2021-45 relating to the number of authorized civil service positions within the Fire and Police Departments. **(2nd Reading)**

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

1. Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857** (DEVELOPMENT SERVICES)

2. Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. **CUP#190536** (DEVELOPMENT SERVICES)

AGENDA REGULAR MEETING

October 18, 2021

3. Olly's Drive Thru 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 a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5850 South Cage Boulevard. **CUP#200836** (DEVELOPMENT SERVICES)

PLATS:

1. Rio Delta Engineering, representing Juan Aurelio Cadena, is requesting final plat approval of the proposed Cadena Auto Sales Subdivision. The property is legally described as being a 0.88 of an acre tract of land being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 and a 20 foot strip of land, formerly an alley, lying between Lots 1 thru 8 and lots 25 thru 32, Block A, Original Townsite of Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 Block of East Business Hwy 83. **SUB#200210** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending O-2006-47, Standard Manual: Construction and Development Manual (**2nd and Final Reading**) (ENGINEERING)

B) Consideration and action, if any, on Resolution for designation of the Local Rabies Control Authority for the City of Pharr. (PUBLIC WORKS)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on sponsorship for Catholic Charities 11th Annual Gala event to be held on Thursday, October 28, 2021. (ADMINISTRATION)

B) Consideration and action, if any, amending the Professional Architect Rotation List for Architectural Projects. (ENGINEERING)

C) Discussion with the Board of Commissioners on the City of Pharr's Strategic Plan. (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase a 2021 Bearcat Armored Vehicle from LENCO out of Pittsfield, MA, for the Pharr Police Department in the amount of \$259,995.00. (POLICE)

B) Consideration and action, if any, authorizing the City Manager to purchase a Laser Scanner Crime Scene / Crash Scene Reconstruction Equipment and Software from FARO Technologies, Inc. out of Lake Mary, FL in the amount of not to exceed \$76,000 for the Pharr Police Department. (POLICE)

AGENDA REGULAR MEETING

October 18, 2021

C) Consideration and action, if any, authorizing the City Manager to purchase 18 Axon TASER X2 devices from Axon Enterprise, Inc. out of Scottsdale, AZ through TX SMART Buy Contract No. 680-A1 in the amount of \$27,229.89 for the Pharr Police Department - Patrol Operations. (POLICE)

D) Consideration and action, if any, for the purchase of portable radios for the Fire Department and the Public Safety Communications Department from Motorola Solutions utilizing HGAC contract #RA05-21 in the amount of \$89,712.84. (FIRE)

E) Consideration and action, if any, authorizing City Manager to purchase fiber and conduit material for the citywide Fiber Project Phase 3 through 5 from Graybar, Inc, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$10,361,674.00. (IT)

F) Consideration and action, if any, authorizing City Manager to purchase firewalls for the citywide Fiber Project from Netsync Network Solutions, Inc, through Texas DIR Cooperative Contract #DIR-CPO-4430 in an amount not to exceed \$442,714.03. (IT)

G) Consideration and action, if any, on approval of the purchase of one current model triple combination pumper for the fire department from Siddons Martin Emergency Group, LLC, out of Denton, Texas utilizing BuyBoard contract number 651-21 in the amount of \$704,490.17. (FIRE)

10. CONTRACTS/AGREEMENTS:

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

B) Consideration and action, if any, allowing Pharr EMS to enter into an affiliation agreement with South Texas College to allow their EMS students to do their clinical with Pharr EMS. (EMERGENCY MEDICAL SERVICES)

C) Consideration and action, if any, on renewal of Memorandum of Understanding between the Texas Department of Public Safety and Pharr Police Department for certification of commercial vehicle and weight enforcement. (POLICE)

D) Consideration and action, if any, on award of a supply contract for the purchase of structural firefighting helmets to Casco Industries out of La Porte, Texas. (FIRE)

AGENDA REGULAR MEETING

October 18, 2021

E) Consideration and action, if any, allowing the Pharr Police Department to enter into an interlocal agreement with the Donna Police Department for use of Firing/Shooting Range in Donna, Texas. (POLICE)

F) Consideration and action, if any, authorizing the City Manager to award the service contract for fleet maintenance services to Spikes Motor Company, Inc. out of Mission, TX. (PUBLIC WORKS)

G) Consideration and action, if any, on agreement between City of Pharr and the Pharr Community Theatre FY2021-2022. (LIBRARY)

11. LEGAL:

A) Consultation with City Attorney, and action, if any, on *Francisco Marin v. City of Pharr, et al.* Civil Action No. 7:18-CV-0002; In the United States District Court for the Southern District of Texas, McAllen Division. (LEGAL)

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

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.

AGENDA REGULAR MEETING
October 18, 2021

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.

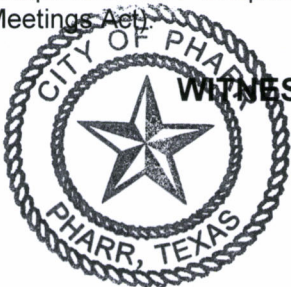
13. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

14. 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 15th day of October 2021 at 3:50 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 15th day of October 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: _____

Proclamation



WHEREAS, the City of Pharr and the Pharr Police Department recognizes and participates in a public awareness campaign to support Domestic Violence Awareness Month; and

WHEREAS, one in four women and one in nine men experience violence by an intimate partner and domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

WHEREAS, by providing our community with education about healthy relationships and by changing attitudes that support violence, we recognize that domestic violence can be prevented and the Pharr Police Department will work to provide prevention education on this appalling crime; and

WHEREAS, it is vital to raise community and educational awareness and provide training for all, so that they may recognize when signs of domestic violence occur; and

WHEREAS, everyone has the right to a safe and healthy relationship and to be free from abuse; and

WHEREAS, City of Pharr urges all City of Pharr residents to work toward ending domestic violence by empowering people to develop healthier relationships, assisting victims in accessing the information and supportive services they need, creating better and more resources for people in need, instituting effective educational tools in schools and engaging in discussions with family members and peers to promote awareness and prevention of the threat caused by domestic and family violence.

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 October 2021 as:

“Domestic Violence Awareness and Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 18th day of October 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: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 12, 2021

MEETING DATE: October 18, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for October 2021.

Classification: Regular

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

Issue:

SALES TAX HIGHLIGHTS

City of Pharr shows an INCREASE of 21.63% YTD TRUE GROWTH compared to last Year 2020 and 10.19% compared to last October 2020 Payments.

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

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 10/12/2021

Karla Saavedra

Approved - 10/15/2021

Karla Saavedra

Approved - 10/15/2021

Patricia Rigney

Approved - 10/15/2021

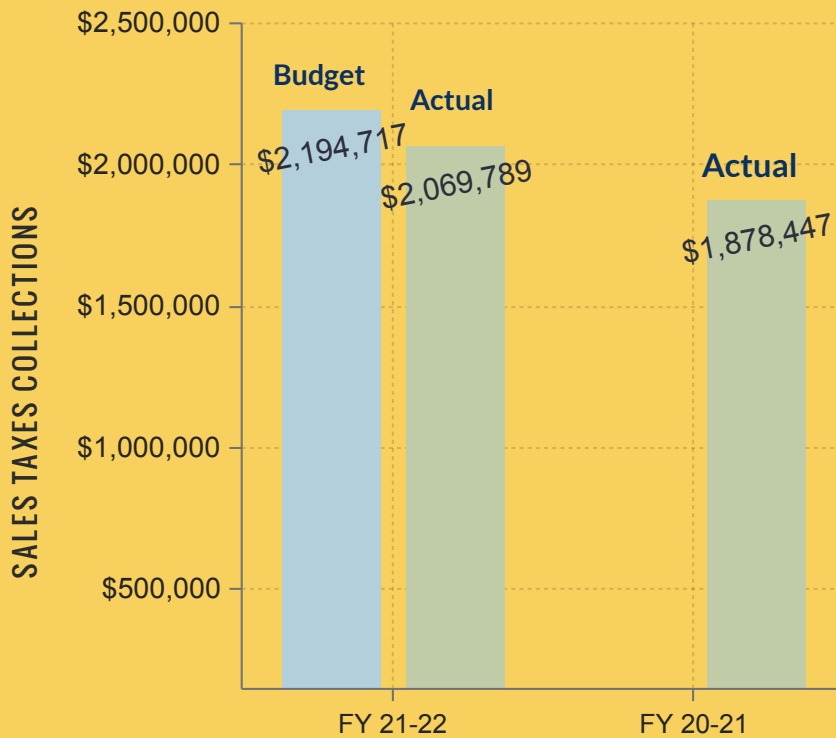
City Management Office

Final Approval - 10/15/2021



CITY OF PHARR SALES TAXES

October 2021 FY 2021-2022

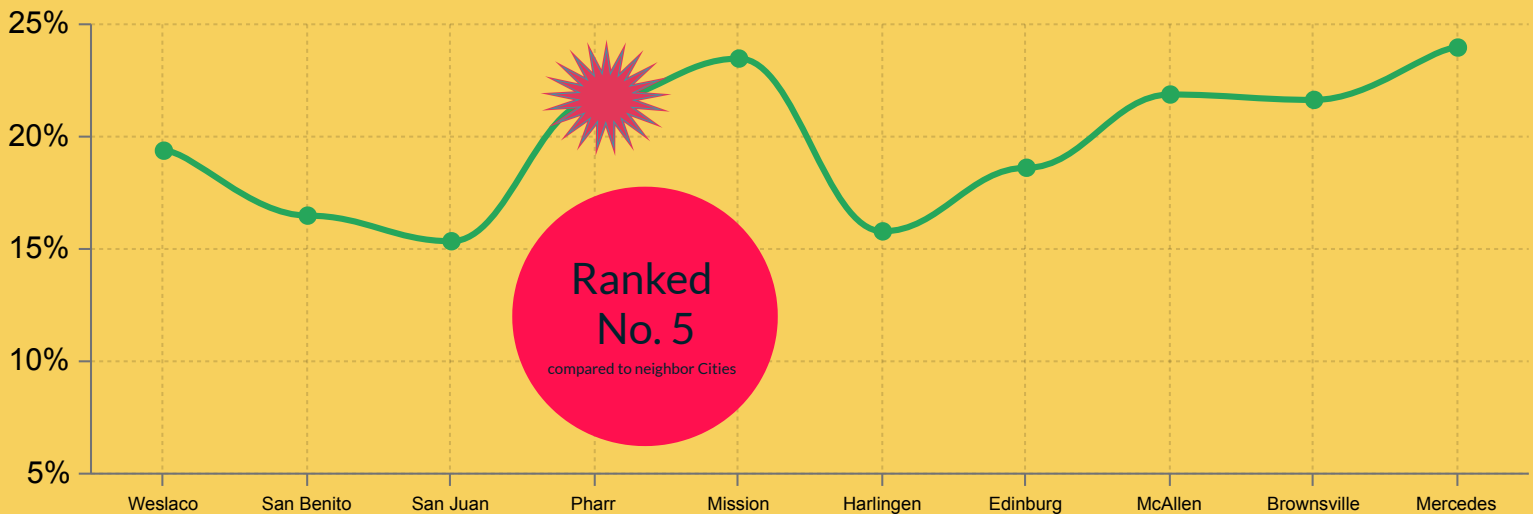


21.63% YTD

Increase in Sales Tax from Last Year*

10.19%

Compared to October 2020 Sales Collections



*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Property Tax Collection Report for September 2021.

Classification: Regular

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

Issue: Current Collections

Current Tax Collections as of September 2021 are \$23,228,318 or 96.33 % collected out of this year's levy . This is 0.26 % higher than last year.

Delinquent Tax

Delinquent Tax Collections as of September 2021 are \$840,277, which is 31.05% collected out of previous year's tax rolls. This is an increase of 7.01% compared to last year.

Fiscal Consideration: n/a

Staff Recommendation:

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

MSB

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
SEPTEMBER 2021**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	23,908,465.77	23,228,318.08	-	205,691.09	885,838.78	96.33%	96.07%
2019 & PRIOR YRS	2,737,130.81	840,276.98	(35,773.28)	4,871.94	1,865,952.49	31.05%	24.04%
ROLLBACK	14,669.19	30,590.00	-	22,879.17	6,958.36	81.47%	91.83%
TOTALS	26,660,265.77	24,099,185.06	(35,773.28)	233,442.20	2,758,749.63		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2021

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	89,349.15	761.72 CURRENT
CURRENT YEAR-P&I	17,638.04	
PRIOR YEARS-BASE TAX	48,976.75	PRIOR
PRIOR YEARS-P&I	49,337.83	
ROLLBACK		ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	25,484.03	PURGED
TOTAL COLLECTIONS	230,785.80	761.72
LESS TRANSFERRED	83,986.52	
LESS IN TRANSIT	140,881.09	
LESS DUE TO HCAD COMM. FEE	130.19	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER 2021 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 7TH DAY OF OCTOBER 2021 A.D.

Jose Edgar Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF SEPTEMBER 2021**

<u>AD VALOREM - CITY OF PHARR</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>DIFFERENCE</u>
<u>2020 CURRENT</u>			
ORIGINAL LEVY	23,908,465.77	22,493,508.68	1,414,957.09
MODIFICATIONS	205,691.09	(125,384.74)	331,075.83
CURRENT LEVY	24,114,156.86	22,368,123.94	1,746,032.92
CURRENT COLLECTIONS THIS MONTH	89,349.15	88,613.61	735.54
CURRENT COLLECTIONS TO DATE	23,228,318.08	21,488,894.92	1,739,423.16
OUTSTANDING TO DATE	885,838.78	879,229.02	6,609.76
PERCENT COLLECTED/ORIGINAL	97.16%	95.53%	1.63%
PERCENT COLLECTED/MODIFIED	96.33%	96.07%	0.26%

TOTAL COLLECTIONS FISCAL YEAR	23,228,318.08	21,488,894.92	
--------------------------------------	----------------------	----------------------	--

<u>DELINQUENT</u>			
ORIGINAL LEVY	2,737,130.81	2,556,147.78	180,983.03
MODIFICATIONS	(30,901.34)	(110,265.04)	79,363.70
DELINQUENT LEVY	2,706,229.47	2,445,882.74	260,346.73
DELINQUENT COLLECTIONS THIS MONTH	48,976.75	27,863.40	21,113.35
DELINQUENT COLLECTIONS TO DATE	840,276.98	587,980.95	252,296.03
OUTSTANDING TO DATE	1,865,952.49	1,857,901.79	8,050.70
PERCENT COLLECTED/ORIGINAL	30.70%	23.00%	7.70%
PERCENT COLLECTED/MODIFIED	31.05%	24.04%	7.01%

TOTAL COLLECTIONS FISCAL YEAR	840,276.98	587,980.95	
--------------------------------------	-------------------	-------------------	--

<u>ROLLBACK</u>			
ORIGINAL LEVY	14,669.19	96,895.20	(82,226.01)
MODIFICATIONS	22,879.17	82,739.41	(59,860.24)
ROLLBACK LEVY	37,548.36	179,634.61	(142,086.25)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	30,590.00	164,965.42	(134,375.42)
OUTSTANDING TO DATE	6,958.36	14,669.19	(7,710.83)
PERCENT COLLECTED/ORIGINAL	208.53%	170.25%	38.28%
PERCENT COLLECTED/MODIFIED	81.47%	91.83%	-10.36%

TOTAL COLLECTIONS FISCAL YEAR	30,590.00	164,965.42	
--------------------------------------	------------------	-------------------	--

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF SEPTEMBER 2021**

33 - CPR

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
1-Sep	538.33	106.92			888.13	383.70			287.59		2,204.67		2,204.67	
2-Sep	6,161.67	1,201.23			630.97	237.67			1,187.75		9,419.29		9,419.29	
3-Sep	529.70	104.55			648.15	270.08			222.99		1,775.47	7,611.43	(5,835.96)	10-Sep
7-Sep	4,787.22	907.44			1,132.06	485.81			1,020.96		8,333.49	8,333.49	-	13-Sep
8-Sep	931.79	186.38			1,548.98	578.39			481.64		3,727.18	3,727.18	-	14-Sep
9-Sep	3,583.02	716.59			614.82	208.05			744.38		5,866.86	5,866.86	-	15-Sep
10-Sep	635.64	134.37			285.10	102.57			154.52		1,312.20	1,312.20	-	16-Sep
13-Sep	2,066.51	410.56			337.35	196.10			444.18		3,454.70	3,454.70	-	17-Sep
14-Sep	1,671.73	334.36			2,485.59	861.02			796.27		6,148.97	6,148.97	0.00	20-Sep
15-Sep	606.90	121.36			98.81	60.50			119.11		1,006.68	1,006.68	-	21-Sep
16-Sep	4,353.07	832.22			2,919.51	930.98			928.42		9,964.20	9,964.20	-	22-Sep
17-Sep	1,464.76	282.98			705.89	155.19			298.55		2,907.37	2,907.37	0.00	23-Sep
20-Sep	2,460.72	490.84			2,519.13	1,058.37			909.40		7,438.46	7,438.46	-	24-Sep
21-Sep	2,832.49	566.15			1,045.35	460.32			726.77		5,631.08	5,631.08	-	27-Sep
22-Sep	3,684.45	701.16			646.66	305.92			791.57		6,129.76	6,129.76	(0.00)	28-Sep
23-Sep	7,850.29	1,570.04			757.92	356.72			1,578.04		12,113.01	12,113.01	(0.00)	29-Sep
24-Sep	536.84	107.37			927.34	494.29			275.29		2,341.13	2,341.13	-	30-Sep
27-Sep	3,291.96	631.97			1,263.28	535.76			778.20		6,501.17	6,501.17	-	1-Oct
28-Sep	15,915.28	3,183.08			5,009.97	4,890.98			4,100.33		33,099.64	33,099.64	-	4-Oct
29-Sep	4,183.58	811.08			16,893.04	28,677.48			4,607.44		55,172.62	55,172.62	-	5-Oct
30-Sep	21,263.20	4,237.39			7,618.70	8,087.93			5,030.63		46,237.85	46,107.66	130.19	7-Oct
											-		-	
											-		-	
											-		-	
											-		-	
											-		-	
TTL	89,349.15	17,638.04	0.00	0.00	48,976.75	49,337.83	0.00	0.00	25,484.03	0.00	230,785.80	224,867.61	5,918.19	

OVERALL TOTAL	230,785.80
LESS REFUNDS	0.00
LESS HCAD COMM FEES	130.19
LESS COMM/COST	5,788.00
BALANCE	224,867.61
LESS TRANSFERRED	83,986.52
LESS TRANSF IN TRANSIT	140,881.09
BALANCE PENDING	0.00

10/01/2021 17:36:21 3846996
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	70,610.33	.00	13,938.88	3,889.17-	80,660.04	15,867.46	.00	.00	100,416.67
	I & S	.150500	18,738.82	.00	3,699.16	1,032.14-	21,405.84	.00	.00	.00	22,437.98
	TOTAL	.717600	89,349.15	.00	17,638.04	4,921.31-	102,065.88	15,867.46	.00	.00	122,854.65
2019	M & O	.567100	11,257.07	.00	3,376.98	.00	14,634.05	2,581.15	.00	.00	17,215.20
	I & S	.150500	2,987.49	.00	896.17	.00	3,883.66	.00	.00	.00	3,883.66
	TOTAL	.717600	14,244.56	.00	4,273.15	.00	18,517.71	2,581.15	.00	.00	21,098.86
2018	M & O	.567100	4,603.62	.00	1,707.36	.00	6,310.98	884.60	.00	.00	7,195.58
	I & S	.081900	664.82	.00	246.55	.00	911.37	.00	.00	.00	911.37
	TOTAL	.649000	5,268.44	.00	1,953.91	.00	7,222.35	884.60	.00	.00	8,106.95
2017	M & O	.567100	2,472.42	.00	1,249.31	.00	3,721.73	567.96	.00	.00	4,289.69
	I & S	.081900	357.07	.00	180.46	.00	537.53	.00	.00	.00	537.53
	TOTAL	.649000	2,829.49	.00	1,429.77	.00	4,259.26	567.96	.00	.00	4,827.22
2016	M & O	.582100	2,105.84	.00	1,286.86	.00	3,392.70	499.22	.00	.00	3,891.92
	I & S	.071900	260.09	.00	158.95	.00	419.04	.00	.00	.00	419.04
	TOTAL	.654000	2,365.93	.00	1,445.81	.00	3,811.74	499.22	.00	.00	4,310.96
2015	M & O	.582100	1,818.46	.00	1,330.13	.00	3,148.59	474.49	.00	.00	3,623.08
	I & S	.071900	224.61	.00	164.28	.00	388.89	.00	.00	.00	388.89
	TOTAL	.654000	2,043.07	.00	1,494.41	.00	3,537.48	474.49	.00	.00	4,011.97
2014	M & O	.608100	1,756.76	.00	1,351.43	.00	3,108.19	372.50	.00	.00	3,480.69
	I & S	.071900	207.73	.00	159.81	.00	367.54	.00	.00	.00	367.54
	TOTAL	.680000	1,964.49	.00	1,511.24	.00	3,475.73	372.50	.00	.00	3,848.23
2013	M & O	.605000	1,487.32	.00	1,329.92	.00	2,817.24	31.83	.00	.00	2,849.07
	I & S	.075000	184.38	.00	164.87	.00	349.25	.00	.00	.00	349.25
	TOTAL	.680000	1,671.70	.00	1,494.79	.00	3,166.49	31.83	.00	.00	3,198.32
2012	M & O	.602600	1,183.72	.00	1,332.86	.00	2,516.58	64.95	.00	.00	2,581.53
	I & S	.077400	152.05	.00	171.20	.00	323.25	.00	.00	.00	323.25
	TOTAL	.680000	1,335.77	.00	1,504.06	.00	2,839.83	64.95	.00	.00	2,904.78
2011	M & O	.602100	1,224.06	.00	1,451.23	.00	2,675.29	401.52	.00	.00	3,076.81
	I & S	.077900	158.36	.00	187.77	.00	346.13	.00	.00	.00	346.13
	TOTAL	.680000	1,382.42	.00	1,639.00	.00	3,021.42	401.52	.00	.00	3,422.94
2010	M & O	.601800	1,273.76	.00	1,722.77	.00	2,996.53	484.66	.00	.00	3,481.19
	I & S	.078200	165.52	.00	223.87	.00	389.39	.00	.00	.00	389.39
	TOTAL	.680000	1,439.28	.00	1,946.64	.00	3,385.92	484.66	.00	.00	3,870.58
2009	M & O	.601800	1,411.88	.00	2,146.07	.00	3,557.95	603.05	.00	.00	4,161.00
	I & S	.078200	183.47	.00	278.86	.00	462.33	.00	.00	.00	462.33
	TOTAL	.680000	1,595.35	.00	2,424.93	.00	4,020.28	603.05	.00	.00	4,623.33

10/01/2021 17:36:21 3846996
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	1,456.67	.00	2,388.93	.00	3,845.60	261.63	.00	.00	4,107.23
	I & S	.078910	190.64	.00	312.65	.00	503.29	.00	.00	.00	503.29
	TOTAL	.681850	1,647.31	.00	2,701.58	.00	4,348.89	261.63	.00	.00	4,610.52
2007	M & O	.596130	1,095.57	.00	1,928.18	.00	3,023.75	519.75	.00	.00	3,543.50
	I & S	.086990	159.86	.00	281.37	.00	441.23	.00	.00	.00	441.23
	TOTAL	.683120	1,255.43	.00	2,209.55	.00	3,464.98	519.75	.00	.00	3,984.73
2006	M & O	.593130	1,225.64	.00	2,304.21	.00	3,529.85	609.81	.00	.00	4,139.66
	I & S	.089990	185.96	.00	349.60	.00	535.56	.00	.00	.00	535.56
	TOTAL	.683120	1,411.60	.00	2,653.81	.00	4,065.41	609.81	.00	.00	4,675.22
2005	M & O	.593130	1,182.07	.00	2,362.65	.00	3,544.72	252.53	.00	.00	3,797.25
	I & S	.089990	179.35	.00	358.46	.00	537.81	.00	.00	.00	537.81
	TOTAL	.683120	1,361.42	.00	2,721.11	.00	4,082.53	252.53	.00	.00	4,335.06
2004	M & O	.601650	962.25	.00	2,037.03	.00	2,999.28	146.18	.00	.00	3,145.46
	I & S	.081470	130.31	.00	275.83	.00	406.14	.00	.00	.00	406.14
	TOTAL	.683120	1,092.56	.00	2,312.86	.00	3,405.42	146.18	.00	.00	3,551.60
2003	M & O	.596220	1,161.77	.00	2,599.49	.00	3,761.26	254.99	.00	.00	4,016.25
	I & S	.086900	169.34	.00	378.88	.00	548.22	.00	.00	.00	548.22
	TOTAL	.683120	1,331.11	.00	2,978.37	.00	4,309.48	254.99	.00	.00	4,564.47
2002	M & O	.590210	944.25	.00	2,223.92	.00	3,168.17	172.82	.00	.00	3,340.99
	I & S	.099790	159.64	.00	376.02	.00	535.66	.00	.00	.00	535.66
	TOTAL	.690000	1,103.89	.00	2,599.94	.00	3,703.83	172.82	.00	.00	3,876.65
2001	M & O	.564720	673.39	.00	1,670.00	.00	2,343.39	53.53	.00	.00	2,396.92
	I & S	.097590	116.37	.00	288.60	.00	404.97	.00	.00	.00	404.97
	TOTAL	.662310	789.76	.00	1,958.60	.00	2,748.36	53.53	.00	.00	2,801.89
2000	M & O	.533960	601.01	.00	1,562.62	.00	2,163.63	149.54	.00	.00	2,313.17
	I & S	.108350	121.95	.00	317.08	.00	439.03	.00	.00	.00	439.03
	TOTAL	.642310	722.96	.00	1,879.70	.00	2,602.66	149.54	.00	.00	2,752.20
1999	M & O	.529360	387.87	.00	1,054.99	.00	1,442.86	142.30	.00	.00	1,585.16
	I & S	.112950	82.75	.00	225.10	.00	307.85	.00	.00	.00	307.85
	TOTAL	.642310	470.62	.00	1,280.09	.00	1,750.71	142.30	.00	.00	1,893.01
1998	M & O	.505610	302.19	.00	842.08	.00	1,144.27	87.56	.00	.00	1,231.83
	I & S	.124390	74.35	.00	207.17	.00	281.52	.00	.00	.00	281.52
	TOTAL	.630000	376.54	.00	1,049.25	.00	1,425.79	87.56	.00	.00	1,513.35
1997	M & O	.524810	529.35	.00	1,566.88	.00	2,096.23	.00	.00	.00	2,096.23
	I & S	.075190	75.84	.00	224.49	.00	300.33	.00	.00	.00	300.33
	TOTAL	.600000	605.19	.00	1,791.37	.00	2,396.56	.00	.00	.00	2,396.56

10/01/2021 17:36:21 3846996
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	361.48	.00	1,113.35	.00	1,474.83	.00	.00	.00	1,474.83
	I & S	.083910	58.77	.00	181.02	.00	239.79	.00	.00	.00	239.79
	TOTAL	.600000	420.25	.00	1,294.37	.00	1,714.62	.00	.00	.00	1,714.62
1995	M & O	.510030	204.58	.00	654.66	.00	859.24	.00	.00	.00	859.24
	I & S	.089970	36.09	.00	115.48	.00	151.57	.00	.00	.00	151.57
	TOTAL	.600000	240.67	.00	770.14	.00	1,010.81	.00	.00	.00	1,010.81
1992	M & O	.447640	3.41	.00	8.78	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.27	.00	10.98	.00	15.25	.00	.00	.00	15.25
1989	M & O	.556640	2.22	.00	6.98	.00	9.20	.00	.00	.00	9.20
	I & S	.113360	.45	.00	1.42	.00	1.87	.00	.00	.00	1.87
	TOTAL	.670000	2.67	.00	8.40	.00	11.07	.00	.00	.00	11.07
ALL	M & O		112,298.96	.00	56,548.55	3,889.17-	164,958.34	25,484.03	.00	.00	194,331.54
ALL	I & S		26,026.94	.00	10,427.32	1,032.14-	35,422.12	.00	.00	.00	36,454.26
ALL	TOTAL		138,325.90	.00	66,975.87	4,921.31-	200,380.46	25,484.03	.00	.00	230,785.80
DLQ	M & O		41,688.63	.00	42,609.67	.00	84,298.30	9,616.57	.00	.00	93,914.87
DLQ	I & S		7,288.12	.00	6,728.16	.00	14,016.28	.00	.00	.00	14,016.28
DLQ	TOTAL		48,976.75	.00	49,337.83	.00	98,314.58	9,616.57	.00	.00	107,931.15
CURR	M & O		70,610.33	.00	13,938.88	3,889.17-	80,660.04	15,867.46	.00	.00	100,416.67
CURR	I & S		18,738.82	.00	3,699.16	1,032.14-	21,405.84	.00	.00	.00	22,437.98
CURR	TOTAL		89,349.15	.00	17,638.04	4,921.31-	102,065.88	15,867.46	.00	.00	122,854.65

10/01/2021 16:47:07 3846991
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	70,610.33	.00	13,938.88	3,889.17-	80,660.04	15,867.46	.00	.00	100,416.67
	I & S	.150500	18,738.82	.00	3,699.16	1,032.14-	21,405.84	.00	.00	.00	22,437.98
	TOTAL	.717600	89,349.15	.00	17,638.04	4,921.31-	102,065.88	15,867.46	.00	.00	122,854.65
2019	M & O	.567100	11,257.07	.00	3,376.98	.00	14,634.05	2,581.15	.00	.00	17,215.20
	I & S	.150500	2,987.49	.00	896.17	.00	3,883.66	.00	.00	.00	3,883.66
	TOTAL	.717600	14,244.56	.00	4,273.15	.00	18,517.71	2,581.15	.00	.00	21,098.86
2018	M & O	.567100	4,603.62	.00	1,707.36	.00	6,310.98	884.60	.00	.00	7,195.58
	I & S	.081900	664.82	.00	246.55	.00	911.37	.00	.00	.00	911.37
	TOTAL	.649000	5,268.44	.00	1,953.91	.00	7,222.35	884.60	.00	.00	8,106.95
2017	M & O	.567100	2,472.42	.00	1,249.31	.00	3,721.73	567.96	.00	.00	4,289.69
	I & S	.081900	357.07	.00	180.46	.00	537.53	.00	.00	.00	537.53
	TOTAL	.649000	2,829.49	.00	1,429.77	.00	4,259.26	567.96	.00	.00	4,827.22
2016	M & O	.582100	2,105.84	.00	1,286.86	.00	3,392.70	499.22	.00	.00	3,891.92
	I & S	.071900	260.09	.00	158.95	.00	419.04	.00	.00	.00	419.04
	TOTAL	.654000	2,365.93	.00	1,445.81	.00	3,811.74	499.22	.00	.00	4,310.96
2015	M & O	.582100	1,818.46	.00	1,330.13	.00	3,148.59	474.49	.00	.00	3,623.08
	I & S	.071900	224.61	.00	164.28	.00	388.89	.00	.00	.00	388.89
	TOTAL	.654000	2,043.07	.00	1,494.41	.00	3,537.48	474.49	.00	.00	4,011.97
2014	M & O	.608100	1,756.76	.00	1,351.43	.00	3,108.19	372.50	.00	.00	3,480.69
	I & S	.071900	207.73	.00	159.81	.00	367.54	.00	.00	.00	367.54
	TOTAL	.680000	1,964.49	.00	1,511.24	.00	3,475.73	372.50	.00	.00	3,848.23
2013	M & O	.605000	1,487.32	.00	1,329.92	.00	2,817.24	31.83	.00	.00	2,849.07
	I & S	.075000	184.38	.00	164.87	.00	349.25	.00	.00	.00	349.25
	TOTAL	.680000	1,671.70	.00	1,494.79	.00	3,166.49	31.83	.00	.00	3,198.32
2012	M & O	.602600	1,183.72	.00	1,332.86	.00	2,516.58	64.95	.00	.00	2,581.53
	I & S	.077400	152.05	.00	171.20	.00	323.25	.00	.00	.00	323.25
	TOTAL	.680000	1,335.77	.00	1,504.06	.00	2,839.83	64.95	.00	.00	2,904.78
2011	M & O	.602100	1,224.06	.00	1,451.23	.00	2,675.29	401.52	.00	.00	3,076.81
	I & S	.077900	158.36	.00	187.77	.00	346.13	.00	.00	.00	346.13
	TOTAL	.680000	1,382.42	.00	1,639.00	.00	3,021.42	401.52	.00	.00	3,422.94
2010	M & O	.601800	1,273.76	.00	1,722.77	.00	2,996.53	484.66	.00	.00	3,481.19
	I & S	.078200	165.52	.00	223.87	.00	389.39	.00	.00	.00	389.39
	TOTAL	.680000	1,439.28	.00	1,946.64	.00	3,385.92	484.66	.00	.00	3,870.58
2009	M & O	.601800	1,411.88	.00	2,146.07	.00	3,557.95	603.05	.00	.00	4,161.00
	I & S	.078200	183.47	.00	278.86	.00	462.33	.00	.00	.00	462.33
	TOTAL	.680000	1,595.35	.00	2,424.93	.00	4,020.28	603.05	.00	.00	4,623.33

10/01/2021 16:47:07 3846991
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	70,610.33	.00	13,938.88	3,889.17-	80,660.04	15,867.46	.00	.00	100,416.67
	I & S	.150500	18,738.82	.00	3,699.16	1,032.14-	21,405.84	.00	.00	.00	22,437.98
	TOTAL	.717600	89,349.15	.00	17,638.04	4,921.31-	102,065.88	15,867.46	.00	.00	122,854.65
2019	M & O	.567100	11,257.07	.00	3,376.98	.00	14,634.05	2,581.15	.00	.00	17,215.20
	I & S	.150500	2,987.49	.00	896.17	.00	3,883.66	.00	.00	.00	3,883.66
	TOTAL	.717600	14,244.56	.00	4,273.15	.00	18,517.71	2,581.15	.00	.00	21,098.86
2018	M & O	.567100	4,603.62	.00	1,707.36	.00	6,310.98	884.60	.00	.00	7,195.58
	I & S	.081900	664.82	.00	246.55	.00	911.37	.00	.00	.00	911.37
	TOTAL	.649000	5,268.44	.00	1,953.91	.00	7,222.35	884.60	.00	.00	8,106.95
2017	M & O	.567100	2,472.42	.00	1,249.31	.00	3,721.73	567.96	.00	.00	4,289.69
	I & S	.081900	357.07	.00	180.46	.00	537.53	.00	.00	.00	537.53
	TOTAL	.649000	2,829.49	.00	1,429.77	.00	4,259.26	567.96	.00	.00	4,827.22
2016	M & O	.582100	2,105.84	.00	1,286.86	.00	3,392.70	499.22	.00	.00	3,891.92
	I & S	.071900	260.09	.00	158.95	.00	419.04	.00	.00	.00	419.04
	TOTAL	.654000	2,365.93	.00	1,445.81	.00	3,811.74	499.22	.00	.00	4,310.96
2015	M & O	.582100	1,818.46	.00	1,330.13	.00	3,148.59	474.49	.00	.00	3,623.08
	I & S	.071900	224.61	.00	164.28	.00	388.89	.00	.00	.00	388.89
	TOTAL	.654000	2,043.07	.00	1,494.41	.00	3,537.48	474.49	.00	.00	4,011.97
2014	M & O	.608100	1,756.76	.00	1,351.43	.00	3,108.19	372.50	.00	.00	3,480.69
	I & S	.071900	207.73	.00	159.81	.00	367.54	.00	.00	.00	367.54
	TOTAL	.680000	1,964.49	.00	1,511.24	.00	3,475.73	372.50	.00	.00	3,848.23
2013	M & O	.605000	1,487.32	.00	1,329.92	.00	2,817.24	31.83	.00	.00	2,849.07
	I & S	.075000	184.38	.00	164.87	.00	349.25	.00	.00	.00	349.25
	TOTAL	.680000	1,671.70	.00	1,494.79	.00	3,166.49	31.83	.00	.00	3,198.32
2012	M & O	.602600	1,183.72	.00	1,332.86	.00	2,516.58	64.95	.00	.00	2,581.53
	I & S	.077400	152.05	.00	171.20	.00	323.25	.00	.00	.00	323.25
	TOTAL	.680000	1,335.77	.00	1,504.06	.00	2,839.83	64.95	.00	.00	2,904.78
2011	M & O	.602100	1,224.06	.00	1,451.23	.00	2,675.29	401.52	.00	.00	3,076.81
	I & S	.077900	158.36	.00	187.77	.00	346.13	.00	.00	.00	346.13
	TOTAL	.680000	1,382.42	.00	1,639.00	.00	3,021.42	401.52	.00	.00	3,422.94
2010	M & O	.601800	1,273.76	.00	1,722.77	.00	2,996.53	484.66	.00	.00	3,481.19
	I & S	.078200	165.52	.00	223.87	.00	389.39	.00	.00	.00	389.39
	TOTAL	.680000	1,439.28	.00	1,946.64	.00	3,385.92	484.66	.00	.00	3,870.58
2009	M & O	.601800	1,411.88	.00	2,146.07	.00	3,557.95	603.05	.00	.00	4,161.00
	I & S	.078200	183.47	.00	278.86	.00	462.33	.00	.00	.00	462.33
	TOTAL	.680000	1,595.35	.00	2,424.93	.00	4,020.28	603.05	.00	.00	4,623.33

10/01/2021 16:47:07 3846991
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	1,456.67	.00	2,388.93	.00	3,845.60	261.63	.00	.00	4,107.23
	I & S	.078910	190.64	.00	312.65	.00	503.29	.00	.00	.00	503.29
	TOTAL	.681850	1,647.31	.00	2,701.58	.00	4,348.89	261.63	.00	.00	4,610.52
2007	M & O	.596130	1,095.57	.00	1,928.18	.00	3,023.75	519.75	.00	.00	3,543.50
	I & S	.086990	159.86	.00	281.37	.00	441.23	.00	.00	.00	441.23
	TOTAL	.683120	1,255.43	.00	2,209.55	.00	3,464.98	519.75	.00	.00	3,984.73
2006	M & O	.593130	1,225.64	.00	2,304.21	.00	3,529.85	609.81	.00	.00	4,139.66
	I & S	.089990	185.96	.00	349.60	.00	535.56	.00	.00	.00	535.56
	TOTAL	.683120	1,411.60	.00	2,653.81	.00	4,065.41	609.81	.00	.00	4,675.22
2005	M & O	.593130	1,182.07	.00	2,362.65	.00	3,544.72	252.53	.00	.00	3,797.25
	I & S	.089990	179.35	.00	358.46	.00	537.81	.00	.00	.00	537.81
	TOTAL	.683120	1,361.42	.00	2,721.11	.00	4,082.53	252.53	.00	.00	4,335.06
2004	M & O	.601650	962.25	.00	2,037.03	.00	2,999.28	146.18	.00	.00	3,145.46
	I & S	.081470	130.31	.00	275.83	.00	406.14	.00	.00	.00	406.14
	TOTAL	.683120	1,092.56	.00	2,312.86	.00	3,405.42	146.18	.00	.00	3,551.60
2003	M & O	.596220	1,161.77	.00	2,599.49	.00	3,761.26	254.99	.00	.00	4,016.25
	I & S	.086900	169.34	.00	378.88	.00	548.22	.00	.00	.00	548.22
	TOTAL	.683120	1,331.11	.00	2,978.37	.00	4,309.48	254.99	.00	.00	4,564.47
2002	M & O	.590210	944.25	.00	2,223.92	.00	3,168.17	172.82	.00	.00	3,340.99
	I & S	.099790	159.64	.00	376.02	.00	535.66	.00	.00	.00	535.66
	TOTAL	.690000	1,103.89	.00	2,599.94	.00	3,703.83	172.82	.00	.00	3,876.65
2001	M & O	.564720	673.39	.00	1,670.00	.00	2,343.39	53.53	.00	.00	2,396.92
	I & S	.097590	116.37	.00	288.60	.00	404.97	.00	.00	.00	404.97
	TOTAL	.662310	789.76	.00	1,958.60	.00	2,748.36	53.53	.00	.00	2,801.89
2000	M & O	.533960	601.01	.00	1,562.62	.00	2,163.63	149.54	.00	.00	2,313.17
	I & S	.108350	121.95	.00	317.08	.00	439.03	.00	.00	.00	439.03
	TOTAL	.642310	722.96	.00	1,879.70	.00	2,602.66	149.54	.00	.00	2,752.20
1999	M & O	.529360	387.87	.00	1,054.99	.00	1,442.86	142.30	.00	.00	1,585.16
	I & S	.112950	82.75	.00	225.10	.00	307.85	.00	.00	.00	307.85
	TOTAL	.642310	470.62	.00	1,280.09	.00	1,750.71	142.30	.00	.00	1,893.01
1998	M & O	.505610	302.19	.00	842.08	.00	1,144.27	87.56	.00	.00	1,231.83
	I & S	.124390	74.35	.00	207.17	.00	281.52	.00	.00	.00	281.52
	TOTAL	.630000	376.54	.00	1,049.25	.00	1,425.79	87.56	.00	.00	1,513.35
1997	M & O	.524810	529.35	.00	1,566.88	.00	2,096.23	.00	.00	.00	2,096.23
	I & S	.075190	75.84	.00	224.49	.00	300.33	.00	.00	.00	300.33
	TOTAL	.600000	605.19	.00	1,791.37	.00	2,396.56	.00	.00	.00	2,396.56

10/01/2021 16:47:07 3846991
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2021 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	361.48	.00	1,113.35	.00	1,474.83	.00	.00	.00	1,474.83
	I & S	.083910	58.77	.00	181.02	.00	239.79	.00	.00	.00	239.79
	TOTAL	.600000	420.25	.00	1,294.37	.00	1,714.62	.00	.00	.00	1,714.62
1995	M & O	.510030	204.58	.00	654.66	.00	859.24	.00	.00	.00	859.24
	I & S	.089970	36.09	.00	115.48	.00	151.57	.00	.00	.00	151.57
	TOTAL	.600000	240.67	.00	770.14	.00	1,010.81	.00	.00	.00	1,010.81
1992	M & O	.447640	3.41	.00	8.78	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.27	.00	10.98	.00	15.25	.00	.00	.00	15.25
1989	M & O	.556640	2.22	.00	6.98	.00	9.20	.00	.00	.00	9.20
	I & S	.113360	.45	.00	1.42	.00	1.87	.00	.00	.00	1.87
	TOTAL	.670000	2.67	.00	8.40	.00	11.07	.00	.00	.00	11.07
ALL	M & O		112,298.96	.00	56,548.55	3,889.17-	164,958.34	25,484.03	.00	.00	194,331.54
ALL	I & S		26,026.94	.00	10,427.32	1,032.14-	35,422.12	.00	.00	.00	36,454.26
ALL	TOTAL		138,325.90	.00	66,975.87	4,921.31-	200,380.46	25,484.03	.00	.00	230,785.80
DLQ	M & O		41,688.63	.00	42,609.67	.00	84,298.30	9,616.57	.00	.00	93,914.87
DLQ	I & S		7,288.12	.00	6,728.16	.00	14,016.28	.00	.00	.00	14,016.28
DLQ	TOTAL		48,976.75	.00	49,337.83	.00	98,314.58	9,616.57	.00	.00	107,931.15
CURR	M & O		70,610.33	.00	13,938.88	3,889.17-	80,660.04	15,867.46	.00	.00	100,416.67
CURR	I & S		18,738.82	.00	3,699.16	1,032.14-	21,405.84	.00	.00	.00	22,437.98
CURR	TOTAL		89,349.15	.00	17,638.04	4,921.31-	102,065.88	15,867.46	.00	.00	122,854.65

10/01/2021 18:29:0
TC168

3846996

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

EXCLUDES AG ROLLBACK

PAGE: 24

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	00.717600	24,114,156.86	26,791
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	761.72	205,691.09	89,349.15	23,228,318.08	885,838.78	96.33	229.59-
2019	879,229.02	.00	9,678.46	14,244.56	485,498.01	403,409.47	54.62	406.44-
2018	350,539.61	.00	2,031.91-	5,268.44	127,048.15	221,459.55	36.45	346.96-
2017	223,790.66	.00	358.32-	2,829.49	56,429.59	167,002.75	25.26	140.24-
2016	182,058.92	.00	19,291.87-	2,365.93	38,948.04	123,819.01	23.93	1,704.20-
2015	133,898.07	.00	1,813.20-	2,043.07	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	.00	1,688.11-	1,964.49	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	.00	136.89-	1,671.70	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	.00	1,004.11-	1,335.77	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	.00	1,004.02-	1,382.42	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	.00	903.30-	1,439.28	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	.00	28.44-	1,595.35	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	.00	124.93-	1,647.31	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	.00	810.25-	1,255.43	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	.00	3,260.85-	1,411.60	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	.00	774.60-	1,361.42	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	.00	718.82-	1,092.56	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	.00	982.75-	1,331.11	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	.00	997.58-	1,103.89	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	.00	129.90-	789.76	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	.00	679.05-	722.96	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	.00	3,840.90-	2,120.21	4,438.89	77,208.16	5.44	0.00
****	26,645,596.58	761.72	174,789.75	138,325.90	24,068,595.06	2,751,791.27		3,459.18-

10/01/2021 17:31:0
TC168

3846992

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

AG ROLLBACK ONLY

PAGE: 13

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	.00	13,922.91	0.00	9,603.00	6,958.36	57.98	0.00
2018	7,999.75	.00	5,949.58	0.00	13,949.33	0.00		0.00
2017	4,030.99	.00	3,006.68	0.00	7,037.67	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	22,879.17	0.00	30,590.00	6,958.36		0.00

10/01/2021 17:15:5
TC168

3846991

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

PAGE: 24
INCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	00.717600	24,114,156.86	26,791
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	761.72	205,691.09	89,349.15	23,228,318.08	885,838.78	96.33	229.59-
2019	881,867.47	.00	23,601.37	14,244.56	495,101.01	410,367.83	54.68	406.44-
2018	358,539.36	.00	3,917.67	5,268.44	140,997.48	221,459.55	38.90	346.96-
2017	227,821.65	.00	2,648.36	2,829.49	63,467.26	167,002.75	27.54	140.24-
2016	182,058.92	.00	19,291.87-	2,365.93	38,948.04	123,819.01	23.93	1,704.20-
2015	133,898.07	.00	1,813.20-	2,043.07	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	.00	1,688.11-	1,964.49	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	.00	136.89-	1,671.70	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	.00	1,004.11-	1,335.77	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	.00	1,004.02-	1,382.42	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	.00	903.30-	1,439.28	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	.00	28.44-	1,595.35	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	.00	124.93-	1,647.31	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	.00	810.25-	1,255.43	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	.00	3,260.85-	1,411.60	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	.00	774.60-	1,361.42	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	.00	718.82-	1,092.56	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	.00	982.75-	1,331.11	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	.00	997.58-	1,103.89	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	.00	129.90-	789.76	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	.00	679.05-	722.96	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	.00	3,840.90-	2,120.21	4,438.89	77,208.16	5.44	0.00
****	26,660,265.77	761.72	197,668.92	138,325.90	24,099,185.06	2,758,749.63		3,459.18-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	0.717600	24,114,156.86	26,791
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	761.72	205,691.09	89,349.15	23,228,318.08	885,838.78	96.33	229.59-
	ADJUSTMENT REFUNDS	.00	74,998.30-					
2019	879,229.02	.00	9,678.46	14,244.56	485,498.01	403,409.47	54.62	406.44-
	ADJUSTMENT REFUNDS	.00	13,992.47-					
2018	350,539.61	.00	2,031.91-	5,268.44	127,048.15	221,459.55	36.45	346.96-
	ADJUSTMENT REFUNDS	.00	1,795.67-					
2017	223,790.66	.00	358.32-	2,829.49	56,429.59	167,002.75	25.26	140.24-
	ADJUSTMENT REFUNDS	.00	403.36-					
2016	182,058.92	.00	19,291.87-	2,365.93	38,948.04	123,819.01	23.93	1,704.20-
	ADJUSTMENT REFUNDS	.00	32.70-					
2015	133,898.07	.00	1,813.20-	2,043.07	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	.00	1,688.11-	1,964.49	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	.00	136.89-	1,671.70	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	.00	1,004.11-	1,335.77	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	.00	1,004.02-	1,382.42	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	.00	903.30-	1,439.28	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	.00	28.44-	1,595.35	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	.00	124.93-	1,647.31	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	.00	810.25-	1,255.43	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	.00	3,260.85-	1,411.60	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	.00	774.60-	1,361.42	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	.00	718.82-	1,092.56	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	.00	982.75-	1,331.11	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	.00	997.58-	1,103.89	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	.00	129.90-	789.76	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	.00	679.05-	722.96	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	.00	3,840.90-	2,120.21	4,438.89	77,208.16	5.44	0.00
****	26,645,596.58	761.72	174,789.75	138,325.90	24,068,595.06	2,751,791.27		3,459.18-
	ADJUSTMENT REFUNDS	.00	91,222.50-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

AG ROLLBACK ONLY

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	2,638.45	.00	13,922.91	0.00	9,603.00	6,958.36	57.98	0.00
ADJUSTMENT REFUNDS		.00	13,992.47-					
2018	7,999.75	.00	5,949.58	0.00	13,949.33	0.00		0.00
ADJUSTMENT REFUNDS		.00	1,795.67-					
2017	4,030.99	.00	3,006.68	0.00	7,037.67	0.00		0.00
ADJUSTMENT REFUNDS		.00	403.36-					
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT REFUNDS		.00	32.70-					
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	22,879.17	0.00	30,590.00	6,958.36		0.00
ADJUSTMENT REFUNDS		.00	16,224.20-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2021 TO 09/30/2021

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	0.717600	24,114,156.86	26,791
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	761.72	205,691.09	89,349.15	23,228,318.08	885,838.78	96.33	229.59-
	ADJUSTMENT REFUNDS	.00	74,998.30-					
2019	881,867.47	.00	23,601.37	14,244.56	495,101.01	410,367.83	54.68	406.44-
	ADJUSTMENT REFUNDS	.00	13,992.47-					
2018	358,539.36	.00	3,917.67	5,268.44	140,997.48	221,459.55	38.90	346.96-
	ADJUSTMENT REFUNDS	.00	1,795.67-					
2017	227,821.65	.00	2,648.36	2,829.49	63,467.26	167,002.75	27.54	140.24-
	ADJUSTMENT REFUNDS	.00	403.36-					
2016	182,058.92	.00	19,291.87-	2,365.93	38,948.04	123,819.01	23.93	1,704.20-
	ADJUSTMENT REFUNDS	.00	32.70-					
2015	133,898.07	.00	1,813.20-	2,043.07	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	.00	1,688.11-	1,964.49	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	.00	136.89-	1,671.70	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	.00	1,004.11-	1,335.77	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	.00	1,004.02-	1,382.42	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	.00	903.30-	1,439.28	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	.00	28.44-	1,595.35	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	.00	124.93-	1,647.31	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	.00	810.25-	1,255.43	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	.00	3,260.85-	1,411.60	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	.00	774.60-	1,361.42	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	.00	718.82-	1,092.56	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	.00	982.75-	1,331.11	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	.00	997.58-	1,103.89	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	.00	129.90-	789.76	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	.00	679.05-	722.96	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	.00	3,840.90-	2,120.21	4,438.89	77,208.16	5.44	0.00
****	26,660,265.77	761.72	197,668.92	138,325.90	24,099,185.06	2,758,749.63		3,459.18-
	ADJUSTMENT REFUNDS	.00	91,222.50-					

10/01/2021 22:55:54 3847008
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 53
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,356,715.94	.00	200,788.40	1,341,467.51-	17,216,036.83	43,985.65	.00	.00	18,601,489.99
	I & S	.150500	4,871,602.14	.00	53,285.74	356,005.63-	4,568,882.25	.00	.00	.00	4,924,887.88
	TOTAL	.717600	23,228,318.08	.00	254,074.14	1,697,473.14-	21,784,919.08	43,985.65	.00	.00	23,526,377.87
2019	M & O	.567100	383,675.95	.00	87,811.36	2,470.08-	469,017.23	80,768.79	.00	.00	552,256.10
	I & S	.150500	101,822.06	.00	23,303.53	655.52-	124,470.07	.00	.00	.00	125,125.59
	TOTAL	.717600	485,498.01	.00	111,114.89	3,125.60-	593,487.30	80,768.79	.00	.00	677,381.69
2018	M & O	.567100	111,015.59	.00	38,939.39	63.44-	149,891.54	23,187.76	.00	.00	173,142.74
	I & S	.081900	16,032.56	.00	5,623.40	9.16-	21,646.80	.00	.00	.00	21,655.96
	TOTAL	.649000	127,048.15	.00	44,562.79	72.60-	171,538.34	23,187.76	.00	.00	194,798.70
2017	M & O	.567100	49,308.38	.00	22,269.31	.00	71,577.69	10,898.38	.00	.00	82,476.07
	I & S	.081900	7,121.21	.00	3,216.11	.00	10,337.32	.00	.00	.00	10,337.32
	TOTAL	.649000	56,429.59	.00	25,485.42	.00	81,915.01	10,898.38	.00	.00	92,813.39
2016	M & O	.582100	34,666.11	.00	19,194.30	.00	53,860.41	7,790.51	.00	.00	61,650.92
	I & S	.071900	4,281.93	.00	2,370.78	.00	6,652.71	.00	.00	.00	6,652.71
	TOTAL	.654000	38,948.04	.00	21,565.08	.00	60,513.12	7,790.51	.00	.00	68,303.63
2015	M & O	.582100	22,808.92	.00	14,773.81	.00	37,582.73	5,228.13	.00	.00	42,810.86
	I & S	.071900	2,817.39	.00	1,824.81	.00	4,642.20	.00	.00	.00	4,642.20
	TOTAL	.654000	25,626.31	.00	16,598.62	.00	42,224.93	5,228.13	.00	.00	47,453.06
2014	M & O	.608100	16,480.23	.00	12,508.25	.00	28,988.48	3,924.95	.00	.00	32,913.43
	I & S	.071900	1,948.59	.00	1,478.98	.00	3,427.57	.00	.00	.00	3,427.57
	TOTAL	.680000	18,428.82	.00	13,987.23	.00	32,416.05	3,924.95	.00	.00	36,341.00
2013	M & O	.605000	13,778.22	.00	11,659.19	.00	25,437.41	2,769.61	.00	.00	28,207.02
	I & S	.075000	1,708.12	.00	1,445.28	.00	3,153.40	.00	.00	.00	3,153.40
	TOTAL	.680000	15,486.34	.00	13,104.47	.00	28,590.81	2,769.61	.00	.00	31,360.42
2012	M & O	.602600	13,888.68	.00	13,681.51	.00	27,570.19	3,258.89	.00	.00	30,829.08
	I & S	.077400	1,783.94	.00	1,757.30	.00	3,541.24	.00	.00	.00	3,541.24
	TOTAL	.680000	15,672.62	.00	15,438.81	.00	31,111.43	3,258.89	.00	.00	34,370.32
2011	M & O	.602100	8,531.68	.00	8,949.29	.00	17,480.97	2,383.70	.00	.00	19,864.67
	I & S	.077900	1,103.81	.00	1,157.86	.00	2,261.67	.00	.00	.00	2,261.67
	TOTAL	.680000	9,635.49	.00	10,107.15	.00	19,742.64	2,383.70	.00	.00	22,126.34
2010	M & O	.601800	6,751.85	.00	7,368.74	.00	14,120.59	1,677.56	.00	.00	15,798.15
	I & S	.078200	877.35	.00	957.54	.00	1,834.89	.00	.00	.00	1,834.89
	TOTAL	.680000	7,629.20	.00	8,326.28	.00	15,955.48	1,677.56	.00	.00	17,633.04
2009	M & O	.601800	5,760.12	.00	7,030.73	.00	12,790.85	1,569.50	.00	.00	14,360.35
	I & S	.078200	748.48	.00	913.62	.00	1,662.10	.00	.00	.00	1,662.10
	TOTAL	.680000	6,508.60	.00	7,944.35	.00	14,452.95	1,569.50	.00	.00	16,022.45

10/01/2021 22:55:54 3847008
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 54
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	5,227.87	.00	6,964.76	.00	12,192.63	1,184.31	.00	.00	13,376.94
	I & S	.078910	684.20	.00	911.50	.00	1,595.70	.00	.00	.00	1,595.70
	TOTAL	.681850	5,912.07	.00	7,876.26	.00	13,788.33	1,184.31	.00	.00	14,972.64
2007	M & O	.596130	3,932.06	.00	5,582.91	.00	9,514.97	1,201.39	.00	.00	10,716.36
	I & S	.086990	573.77	.00	814.64	.00	1,388.41	.00	.00	.00	1,388.41
	TOTAL	.683120	4,505.83	.00	6,397.55	.00	10,903.38	1,201.39	.00	.00	12,104.77
2006	M & O	.593130	3,298.42	.00	5,537.25	.00	8,835.67	1,281.42	.00	.00	10,117.09
	I & S	.089990	500.45	.00	840.09	.00	1,340.54	.00	.00	.00	1,340.54
	TOTAL	.683120	3,798.87	.00	6,377.34	.00	10,176.21	1,281.42	.00	.00	11,457.63
2005	M & O	.593130	3,223.21	.00	5,745.82	.00	8,969.03	981.50	.00	.00	9,950.53
	I & S	.089990	489.03	.00	871.79	.00	1,360.82	.00	.00	.00	1,360.82
	TOTAL	.683120	3,712.24	.00	6,617.61	.00	10,329.85	981.50	.00	.00	11,311.35
2004	M & O	.601650	2,712.76	.00	4,980.66	.00	7,693.42	615.38	.00	.00	8,308.80
	I & S	.081470	367.36	.00	674.42	.00	1,041.78	.00	.00	.00	1,041.78
	TOTAL	.683120	3,080.12	.00	5,655.08	.00	8,735.20	615.38	.00	.00	9,350.58
2003	M & O	.596220	2,067.97	.00	4,210.39	.00	6,278.36	503.15	.00	.00	6,781.51
	I & S	.086900	301.42	.00	613.68	.00	915.10	.00	.00	.00	915.10
	TOTAL	.683120	2,369.39	.00	4,824.07	.00	7,193.46	503.15	.00	.00	7,696.61
2002	M & O	.590210	1,908.72	.00	3,945.93	.00	5,854.65	419.47	.00	.00	6,274.12
	I & S	.099790	322.73	.00	667.17	.00	989.90	.00	.00	.00	989.90
	TOTAL	.690000	2,231.45	.00	4,613.10	.00	6,844.55	419.47	.00	.00	7,264.02
2001	M & O	.564720	1,332.55	.00	3,036.59	.00	4,369.14	205.24	.00	.00	4,574.38
	I & S	.097590	230.29	.00	524.76	.00	755.05	.00	.00	.00	755.05
	TOTAL	.662310	1,562.84	.00	3,561.35	.00	5,124.19	205.24	.00	.00	5,329.43
2000	M & O	.533960	1,458.19	.00	3,328.98	.00	4,787.17	412.35	.00	.00	5,199.52
	I & S	.108350	295.92	.00	675.49	.00	971.41	.00	.00	.00	971.41
	TOTAL	.642310	1,754.11	.00	4,004.47	.00	5,758.58	412.35	.00	.00	6,170.93
1999	M & O	.529360	1,001.46	.00	2,493.24	.00	3,494.70	437.41	.00	.00	3,932.11
	I & S	.112950	213.67	.00	532.00	.00	745.67	.00	.00	.00	745.67
	TOTAL	.642310	1,215.13	.00	3,025.24	.00	4,240.37	437.41	.00	.00	4,677.78
1998	M & O	.505610	495.59	.00	1,379.91	.00	1,875.50	224.23	.00	.00	2,099.73
	I & S	.124390	121.93	.00	339.48	.00	461.41	.00	.00	.00	461.41
	TOTAL	.630000	617.52	.00	1,719.39	.00	2,336.91	224.23	.00	.00	2,561.14
1997	M & O	.524810	967.13	.00	2,715.85	.00	3,682.98	240.76	.00	.00	3,923.74
	I & S	.075190	138.58	.00	389.10	.00	527.68	.00	.00	.00	527.68
	TOTAL	.600000	1,105.71	.00	3,104.95	.00	4,210.66	240.76	.00	.00	4,451.42

10/01/2021 22:55:54 3847008
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 55
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	603.22	.00	1,780.39	.00	2,383.61	142.49	.00	.00	2,526.10
	I & S	.083910	98.08	.00	289.48	.00	387.56	.00	.00	.00	387.56
	TOTAL	.600000	701.30	.00	2,069.87	.00	2,771.17	142.49	.00	.00	2,913.66
1995	M & O	.510030	347.17	.00	1,100.96	.00	1,448.13	103.92	.00	.00	1,552.05
	I & S	.089970	61.24	.00	194.21	.00	255.45	.00	.00	.00	255.45
	TOTAL	.600000	408.41	.00	1,295.17	.00	1,703.58	103.92	.00	.00	1,807.50
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	16.76	.00	42.98	.00	59.74	.00	.00	.00	59.74
	I & S	.112360	4.21	.00	10.78	.00	14.99	.00	.00	.00	14.99
	TOTAL	.560000	20.97	.00	53.76	.00	74.73	.00	.00	.00	74.73
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
1989	M & O	.556640	2.22	.00	6.98	.00	9.20	.00	.00	.00	9.20
	I & S	.113360	.45	.00	1.42	.00	1.87	.00	.00	.00	1.87
	TOTAL	.670000	2.67	.00	8.40	.00	11.07	.00	.00	.00	11.07
ALL	M & O		19,052,281.36	.00	498,887.16	1,344,001.03-	18,207,167.49	195,643.18	.00	.00	19,746,811.70
ALL	I & S		5,016,313.70	.00	105,903.35	356,670.31-	4,765,546.74	.00	.00	.00	5,122,217.05
ALL	TOTAL		24,068,595.06	.00	604,790.51	1,700,671.34-	22,972,714.23	195,643.18	.00	.00	24,869,028.75
DLQ	M & O		695,565.42	.00	298,098.76	2,533.52-	991,130.66	151,657.53	.00	.00	1,145,321.71
DLQ	I & S		144,711.56	.00	52,617.61	664.68-	196,664.49	.00	.00	.00	197,329.17
DLQ	TOTAL		840,276.98	.00	350,716.37	3,198.20-	1,187,795.15	151,657.53	.00	.00	1,342,650.88
CURR	M & O		18,356,715.94	.00	200,788.40	1,341,467.51-	17,216,036.83	43,985.65	.00	.00	18,601,489.99
CURR	I & S		4,871,602.14	.00	53,285.74	356,005.63-	4,568,882.25	.00	.00	.00	4,924,887.88
CURR	TOTAL		23,228,318.08	.00	254,074.14	1,697,473.14-	21,784,919.08	43,985.65	.00	.00	23,526,377.87

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2020 THRU 09/30/2021
JURISDICTION: 0033 CITY OF PHARR

[illegible]

10/01/2021 21:32:12 3847003
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 53
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,356,715.94	.00	200,788.40	1,341,467.51-	17,216,036.83	43,985.65	.00	.00	18,601,489.99
	I & S	.150500	4,871,602.14	.00	53,285.74	356,005.63-	4,568,882.25	.00	.00	.00	4,924,887.88
	TOTAL	.717600	23,228,318.08	.00	254,074.14	1,697,473.14-	21,784,919.08	43,985.65	.00	.00	23,526,377.87
2019	M & O	.567100	391,264.94	.00	87,811.36	2,470.08-	476,606.22	80,768.79	.00	.00	559,845.09
	I & S	.150500	103,836.07	.00	23,303.53	655.52-	126,484.08	.00	.00	.00	127,139.60
	TOTAL	.717600	495,101.01	.00	111,114.89	3,125.60-	603,090.30	80,768.79	.00	.00	686,984.69
2018	M & O	.567100	123,204.59	.00	39,464.03	63.44-	162,605.18	23,187.76	.00	.00	185,856.38
	I & S	.081900	17,792.89	.00	5,699.17	9.16-	23,482.90	.00	.00	.00	23,492.06
	TOTAL	.649000	140,997.48	.00	45,163.20	72.60-	186,088.08	23,187.76	.00	.00	209,348.44
2017	M & O	.567100	55,457.93	.00	22,269.31	.00	77,727.24	10,898.38	.00	.00	88,625.62
	I & S	.081900	8,009.33	.00	3,216.11	.00	11,225.44	.00	.00	.00	11,225.44
	TOTAL	.649000	63,467.26	.00	25,485.42	.00	88,952.68	10,898.38	.00	.00	99,851.06
2016	M & O	.582100	34,666.11	.00	19,194.30	.00	53,860.41	7,790.51	.00	.00	61,650.92
	I & S	.071900	4,281.93	.00	2,370.78	.00	6,652.71	.00	.00	.00	6,652.71
	TOTAL	.654000	38,948.04	.00	21,565.08	.00	60,513.12	7,790.51	.00	.00	68,303.63
2015	M & O	.582100	22,808.92	.00	14,773.81	.00	37,582.73	5,228.13	.00	.00	42,810.86
	I & S	.071900	2,817.39	.00	1,824.81	.00	4,642.20	.00	.00	.00	4,642.20
	TOTAL	.654000	25,626.31	.00	16,598.62	.00	42,224.93	5,228.13	.00	.00	47,453.06
2014	M & O	.608100	16,480.23	.00	12,508.25	.00	28,988.48	3,924.95	.00	.00	32,913.43
	I & S	.071900	1,948.59	.00	1,478.98	.00	3,427.57	.00	.00	.00	3,427.57
	TOTAL	.680000	18,428.82	.00	13,987.23	.00	32,416.05	3,924.95	.00	.00	36,341.00
2013	M & O	.605000	13,778.22	.00	11,659.19	.00	25,437.41	2,769.61	.00	.00	28,207.02
	I & S	.075000	1,708.12	.00	1,445.28	.00	3,153.40	.00	.00	.00	3,153.40
	TOTAL	.680000	15,486.34	.00	13,104.47	.00	28,590.81	2,769.61	.00	.00	31,360.42
2012	M & O	.602600	13,888.68	.00	13,681.51	.00	27,570.19	3,258.89	.00	.00	30,829.08
	I & S	.077400	1,783.94	.00	1,757.30	.00	3,541.24	.00	.00	.00	3,541.24
	TOTAL	.680000	15,672.62	.00	15,438.81	.00	31,111.43	3,258.89	.00	.00	34,370.32
2011	M & O	.602100	8,531.68	.00	8,949.29	.00	17,480.97	2,383.70	.00	.00	19,864.67
	I & S	.077900	1,103.81	.00	1,157.86	.00	2,261.67	.00	.00	.00	2,261.67
	TOTAL	.680000	9,635.49	.00	10,107.15	.00	19,742.64	2,383.70	.00	.00	22,126.34
2010	M & O	.601800	6,751.85	.00	7,368.74	.00	14,120.59	1,677.56	.00	.00	15,798.15
	I & S	.078200	877.35	.00	957.54	.00	1,834.89	.00	.00	.00	1,834.89
	TOTAL	.680000	7,629.20	.00	8,326.28	.00	15,955.48	1,677.56	.00	.00	17,633.04
2009	M & O	.601800	5,760.12	.00	7,030.73	.00	12,790.85	1,569.50	.00	.00	14,360.35
	I & S	.078200	748.48	.00	913.62	.00	1,662.10	.00	.00	.00	1,662.10
	TOTAL	.680000	6,508.60	.00	7,944.35	.00	14,452.95	1,569.50	.00	.00	16,022.45

10/01/2021 21:32:12 3847003
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 54
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	5,227.87	.00	6,964.76	.00	12,192.63	1,184.31	.00	.00	13,376.94
	I & S	.078910	684.20	.00	911.50	.00	1,595.70	.00	.00	.00	1,595.70
	TOTAL	.681850	5,912.07	.00	7,876.26	.00	13,788.33	1,184.31	.00	.00	14,972.64
2007	M & O	.596130	3,932.06	.00	5,582.91	.00	9,514.97	1,201.39	.00	.00	10,716.36
	I & S	.086990	573.77	.00	814.64	.00	1,388.41	.00	.00	.00	1,388.41
	TOTAL	.683120	4,505.83	.00	6,397.55	.00	10,903.38	1,201.39	.00	.00	12,104.77
2006	M & O	.593130	3,298.42	.00	5,537.25	.00	8,835.67	1,281.42	.00	.00	10,117.09
	I & S	.089990	500.45	.00	840.09	.00	1,340.54	.00	.00	.00	1,340.54
	TOTAL	.683120	3,798.87	.00	6,377.34	.00	10,176.21	1,281.42	.00	.00	11,457.63
2005	M & O	.593130	3,223.21	.00	5,745.82	.00	8,969.03	981.50	.00	.00	9,950.53
	I & S	.089990	489.03	.00	871.79	.00	1,360.82	.00	.00	.00	1,360.82
	TOTAL	.683120	3,712.24	.00	6,617.61	.00	10,329.85	981.50	.00	.00	11,311.35
2004	M & O	.601650	2,712.76	.00	4,980.66	.00	7,693.42	615.38	.00	.00	8,308.80
	I & S	.081470	367.36	.00	674.42	.00	1,041.78	.00	.00	.00	1,041.78
	TOTAL	.683120	3,080.12	.00	5,655.08	.00	8,735.20	615.38	.00	.00	9,350.58
2003	M & O	.596220	2,067.97	.00	4,210.39	.00	6,278.36	503.15	.00	.00	6,781.51
	I & S	.086900	301.42	.00	613.68	.00	915.10	.00	.00	.00	915.10
	TOTAL	.683120	2,369.39	.00	4,824.07	.00	7,193.46	503.15	.00	.00	7,696.61
2002	M & O	.590210	1,908.72	.00	3,945.93	.00	5,854.65	419.47	.00	.00	6,274.12
	I & S	.099790	322.73	.00	667.17	.00	989.90	.00	.00	.00	989.90
	TOTAL	.690000	2,231.45	.00	4,613.10	.00	6,844.55	419.47	.00	.00	7,264.02
2001	M & O	.564720	1,332.55	.00	3,036.59	.00	4,369.14	205.24	.00	.00	4,574.38
	I & S	.097590	230.29	.00	524.76	.00	755.05	.00	.00	.00	755.05
	TOTAL	.662310	1,562.84	.00	3,561.35	.00	5,124.19	205.24	.00	.00	5,329.43
2000	M & O	.533960	1,458.19	.00	3,328.98	.00	4,787.17	412.35	.00	.00	5,199.52
	I & S	.108350	295.92	.00	675.49	.00	971.41	.00	.00	.00	971.41
	TOTAL	.642310	1,754.11	.00	4,004.47	.00	5,758.58	412.35	.00	.00	6,170.93
1999	M & O	.529360	1,001.46	.00	2,493.24	.00	3,494.70	437.41	.00	.00	3,932.11
	I & S	.112950	213.67	.00	532.00	.00	745.67	.00	.00	.00	745.67
	TOTAL	.642310	1,215.13	.00	3,025.24	.00	4,240.37	437.41	.00	.00	4,677.78
1998	M & O	.505610	495.59	.00	1,379.91	.00	1,875.50	224.23	.00	.00	2,099.73
	I & S	.124390	121.93	.00	339.48	.00	461.41	.00	.00	.00	461.41
	TOTAL	.630000	617.52	.00	1,719.39	.00	2,336.91	224.23	.00	.00	2,561.14
1997	M & O	.524810	967.13	.00	2,715.85	.00	3,682.98	240.76	.00	.00	3,923.74
	I & S	.075190	138.58	.00	389.10	.00	527.68	.00	.00	.00	527.68
	TOTAL	.600000	1,105.71	.00	3,104.95	.00	4,210.66	240.76	.00	.00	4,451.42

10/01/2021 21:32:12 3847003
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 09/30/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 55
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	603.22	.00	1,780.39	.00	2,383.61	142.49	.00	.00	2,526.10
	I & S	.083910	98.08	.00	289.48	.00	387.56	.00	.00	.00	387.56
	TOTAL	.600000	701.30	.00	2,069.87	.00	2,771.17	142.49	.00	.00	2,913.66
1995	M & O	.510030	347.17	.00	1,100.96	.00	1,448.13	103.92	.00	.00	1,552.05
	I & S	.089970	61.24	.00	194.21	.00	255.45	.00	.00	.00	255.45
	TOTAL	.600000	408.41	.00	1,295.17	.00	1,703.58	103.92	.00	.00	1,807.50
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	16.76	.00	42.98	.00	59.74	.00	.00	.00	59.74
	I & S	.112360	4.21	.00	10.78	.00	14.99	.00	.00	.00	14.99
	TOTAL	.560000	20.97	.00	53.76	.00	74.73	.00	.00	.00	74.73
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
1989	M & O	.556640	2.22	.00	6.98	.00	9.20	.00	.00	.00	9.20
	I & S	.113360	.45	.00	1.42	.00	1.87	.00	.00	.00	1.87
	TOTAL	.670000	2.67	.00	8.40	.00	11.07	.00	.00	.00	11.07
ALL	M & O		19,078,208.90	.00	499,411.80	1,344,001.03-	18,233,619.67	195,643.18	.00	.00	19,773,263.88
ALL	I & S		5,020,976.16	.00	105,979.12	356,670.31-	4,770,284.97	.00	.00	.00	5,126,955.28
ALL	TOTAL		24,099,185.06	.00	605,390.92	1,700,671.34-	23,003,904.64	195,643.18	.00	.00	24,900,219.16
DLQ	M & O		721,492.96	.00	298,623.40	2,533.52-	1,017,582.84	151,657.53	.00	.00	1,171,773.89
DLQ	I & S		149,374.02	.00	52,693.38	664.68-	201,402.72	.00	.00	.00	202,067.40
DLQ	TOTAL		870,866.98	.00	351,316.78	3,198.20-	1,218,985.56	151,657.53	.00	.00	1,373,841.29
CURR	M & O		18,356,715.94	.00	200,788.40	1,341,467.51-	17,216,036.83	43,985.65	.00	.00	18,601,489.99
CURR	I & S		4,871,602.14	.00	53,285.74	356,005.63-	4,568,882.25	.00	.00	.00	4,924,887.88
CURR	TOTAL		23,228,318.08	.00	254,074.14	1,697,473.14-	21,784,919.08	43,985.65	.00	.00	23,526,377.87

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

EXCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS	
	-----		-----	-----	-----	-----	-----	
CURRENT YEAR	3,391,107,862		30,607,075	3,421,714,937	00.717600	24,114,156.86	26,791	
	-----		-----	-----	-----	-----	-----	

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	205,691.09	205,691.09	23,228,318.08	23,228,318.08	885,838.78	96.33	229.59-
2019	879,229.02	9,678.46	9,678.46	485,498.01	485,498.01	403,409.47	54.62	406.44-
2018	350,539.61	2,031.91-	2,031.91-	127,048.15	127,048.15	221,459.55	36.45	346.96-
2017	223,790.66	358.32-	358.32-	56,429.59	56,429.59	167,002.75	25.26	140.24-
2016	182,058.92	19,291.87-	19,291.87-	38,948.04	38,948.04	123,819.01	23.93	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	25,626.31	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	1,688.11-	1,688.11-	18,428.82	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	136.89-	136.89-	15,486.34	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	1,004.11-	1,004.11-	15,672.62	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	1,004.02-	1,004.02-	9,635.49	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	903.30-	903.30-	7,629.20	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	28.44-	28.44-	6,508.60	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	124.93-	124.93-	5,912.07	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	810.25-	810.25-	4,505.83	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	3,260.85-	3,260.85-	3,798.87	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	774.60-	774.60-	3,712.24	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	718.82-	718.82-	3,080.12	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	982.75-	982.75-	2,369.39	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	997.58-	997.58-	2,231.45	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	129.90-	129.90-	1,562.84	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	679.05-	679.05-	1,754.11	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	3,840.90-	3,840.90-	4,438.89	4,438.89	77,208.16	5.44	0.00
****	26,645,596.58	174,789.75	174,789.75	24,068,595.06	24,068,595.06	2,751,791.27		3,459.18-

10/01/2021 23:37:2
TC168

3847008

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

EXCLUDES AG ROLLBACK

PAGE: 24

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	00.717600	24,114,156.86	26,791

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	205,691.09	205,691.09	23,228,318.08	23,228,318.08	885,838.78	96.33	229.59-
2019	879,229.02	9,678.46	9,678.46	485,498.01	485,498.01	403,409.47	54.62	406.44-
2018	350,539.61	2,031.91-	2,031.91-	127,048.15	127,048.15	221,459.55	36.45	346.96-
2017	223,790.66	358.32-	358.32-	56,429.59	56,429.59	167,002.75	25.26	140.24-
2016	182,058.92	19,291.87-	19,291.87-	38,948.04	38,948.04	123,819.01	23.93	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	25,626.31	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	1,688.11-	1,688.11-	18,428.82	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	136.89-	136.89-	15,486.34	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	1,004.11-	1,004.11-	15,672.62	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	1,004.02-	1,004.02-	9,635.49	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	903.30-	903.30-	7,629.20	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	28.44-	28.44-	6,508.60	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	124.93-	124.93-	5,912.07	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	810.25-	810.25-	4,505.83	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	3,260.85-	3,260.85-	3,798.87	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	774.60-	774.60-	3,712.24	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	718.82-	718.82-	3,080.12	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	982.75-	982.75-	2,369.39	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	997.58-	997.58-	2,231.45	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	129.90-	129.90-	1,562.84	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	679.05-	679.05-	1,754.11	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	3,840.90-	3,840.90-	4,438.89	4,438.89	77,208.16	5.44	0.00
****	26,645,596.58	174,789.75	174,789.75	24,068,595.06	24,068,595.06	2,751,791.27		3,459.18-

10/01/2021 22:40:3
TC168

3847005

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

AG ROLLBACK ONLY

PAGE: 13

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	13,922.91	13,922.91	9,603.00	9,603.00	6,958.36	57.98	0.00
2018	7,999.75	5,949.58	5,949.58	13,949.33	13,949.33	0.00		0.00
2017	4,030.99	3,006.68	3,006.68	7,037.67	7,037.67	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	22,879.17	22,879.17	30,590.00	30,590.00	6,958.36		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,607,075	3,421,714,937	00.717600	24,114,156.86	26,791
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	205,691.09	205,691.09	23,228,318.08	23,228,318.08	885,838.78	96.33	229.59-
2019	881,867.47	23,601.37	23,601.37	495,101.01	495,101.01	410,367.83	54.68	406.44-
2018	358,539.36	3,917.67	3,917.67	140,997.48	140,997.48	221,459.55	38.90	346.96-
2017	227,821.65	2,648.36	2,648.36	63,467.26	63,467.26	167,002.75	27.54	140.24-
2016	182,058.92	19,291.87-	19,291.87-	38,948.04	38,948.04	123,819.01	23.93	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	25,626.31	25,626.31	106,458.56	19.40	128.47-
2014	113,597.10	1,688.11-	1,688.11-	18,428.82	18,428.82	93,480.17	16.47	136.42-
2013	89,492.45	136.89-	136.89-	15,486.34	15,486.34	73,869.22	17.33	136.89-
2012	88,081.44	1,004.11-	1,004.11-	15,672.62	15,672.62	71,404.71	18.00	129.25-
2011	80,430.71	1,004.02-	1,004.02-	9,635.49	9,635.49	69,791.20	12.13	100.72-
2010	77,311.33	903.30-	903.30-	7,629.20	7,629.20	68,778.83	9.98	0.00
2009	74,906.82	28.44-	28.44-	6,508.60	6,508.60	68,369.78	8.69	0.00
2008	60,733.71	124.93-	124.93-	5,912.07	5,912.07	54,696.71	9.75	0.00
2007	53,283.37	810.25-	810.25-	4,505.83	4,505.83	47,967.29	8.59	0.00
2006	49,700.57	3,260.85-	3,260.85-	3,798.87	3,798.87	42,640.85	8.18	0.00
2005	43,366.19	774.60-	774.60-	3,712.24	3,712.24	38,879.35	8.72	0.00
2004	42,793.04	718.82-	718.82-	3,080.12	3,080.12	38,994.10	7.32	0.00
2003	33,659.51	982.75-	982.75-	2,369.39	2,369.39	30,307.37	7.25	0.00
2002	31,272.67	997.58-	997.58-	2,231.45	2,231.45	28,043.64	7.37	0.00
2001	23,027.25	129.90-	129.90-	1,562.84	1,562.84	21,334.51	6.83	0.00
2000	20,470.42	679.05-	679.05-	1,754.11	1,754.11	18,037.26	8.86	0.00
1999	85,487.95	3,840.90-	3,840.90-	4,438.89	4,438.89	77,208.16	5.44	0.00
****	26,660,265.77	197,668.92	197,668.92	24,099,185.06	24,099,185.06	2,758,749.63		3,459.18-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS
	-----		-----		-----		-----		-----		-----
CURRENT YEAR	3,391,107,862		30,607,075		3,421,714,937		0.717600		24,114,156.86		26,791
	-----		-----		-----		-----		-----		-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD		LEVY PAID		PAID YTD		BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	205,691.09	205,691.09		23,228,318.08		23,228,318.08		885,838.78	96.33	229.59-
	ADJUSTMENT REFUNDS	74,998.30-	74,998.30-								
2019	879,229.02	9,678.46	9,678.46		485,498.01		485,498.01		403,409.47	54.62	406.44-
	ADJUSTMENT REFUNDS	13,992.47-	13,992.47-								
2018	350,539.61	2,031.91-	2,031.91-		127,048.15		127,048.15		221,459.55	36.45	346.96-
	ADJUSTMENT REFUNDS	1,795.67-	1,795.67-								
2017	223,790.66	358.32-	358.32-		56,429.59		56,429.59		167,002.75	25.26	140.24-
	ADJUSTMENT REFUNDS	403.36-	403.36-								
2016	182,058.92	19,291.87-	19,291.87-		38,948.04		38,948.04		123,819.01	23.93	1,704.20-
	ADJUSTMENT REFUNDS	32.70-	32.70-								
2015	133,898.07	1,813.20-	1,813.20-		25,626.31		25,626.31		106,458.56	19.40	128.47-
2014	113,597.10	1,688.11-	1,688.11-		18,428.82		18,428.82		93,480.17	16.47	136.42-
2013	89,492.45	136.89-	136.89-		15,486.34		15,486.34		73,869.22	17.33	136.89-
2012	88,081.44	1,004.11-	1,004.11-		15,672.62		15,672.62		71,404.71	18.00	129.25-
2011	80,430.71	1,004.02-	1,004.02-		9,635.49		9,635.49		69,791.20	12.13	100.72-
2010	77,311.33	903.30-	903.30-		7,629.20		7,629.20		68,778.83	9.98	0.00
2009	74,906.82	28.44-	28.44-		6,508.60		6,508.60		68,369.78	8.69	0.00
2008	60,733.71	124.93-	124.93-		5,912.07		5,912.07		54,696.71	9.75	0.00
2007	53,283.37	810.25-	810.25-		4,505.83		4,505.83		47,967.29	8.59	0.00
2006	49,700.57	3,260.85-	3,260.85-		3,798.87		3,798.87		42,640.85	8.18	0.00
2005	43,366.19	774.60-	774.60-		3,712.24		3,712.24		38,879.35	8.72	0.00
2004	42,793.04	718.82-	718.82-		3,080.12		3,080.12		38,994.10	7.32	0.00
2003	33,659.51	982.75-	982.75-		2,369.39		2,369.39		30,307.37	7.25	0.00
2002	31,272.67	997.58-	997.58-		2,231.45		2,231.45		28,043.64	7.37	0.00
2001	23,027.25	129.90-	129.90-		1,562.84		1,562.84		21,334.51	6.83	0.00
2000	20,470.42	679.05-	679.05-		1,754.11		1,754.11		18,037.26	8.86	0.00
1999	85,487.95	3,840.90-	3,840.90-		4,438.89		4,438.89		77,208.16	5.44	0.00
****	26,645,596.58	174,789.75	174,789.75		24,068,595.06		24,068,595.06		2,751,791.27		3,459.18-
	ADJUSTMENT REFUNDS	91,222.50-	91,222.50-								

10/04/2021 09:22:2
TC168

3847753

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

AG ROLLBACK ONLY

PAGE: 13

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	13,922.91	13,922.91	9,603.00	9,603.00	6,958.36	57.98	0.00
ADJUSTMENT REFUNDS		13,992.47-	13,992.47-					
2018	7,999.75	5,949.58	5,949.58	13,949.33	13,949.33	0.00		0.00
ADJUSTMENT REFUNDS		1,795.67-	1,795.67-					
2017	4,030.99	3,006.68	3,006.68	7,037.67	7,037.67	0.00		0.00
ADJUSTMENT REFUNDS		403.36-	403.36-					
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT REFUNDS		32.70-	32.70-					
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	22,879.17	22,879.17	30,590.00	30,590.00	6,958.36		0.00
ADJUSTMENT REFUNDS		16,224.20-	16,224.20-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 09/30/2021

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS
	-----		-----		-----		-----		-----		-----
CURRENT YEAR	3,391,107,862		30,607,075		3,421,714,937		0.717600		24,114,156.86		26,791
	-----		-----		-----		-----		-----		-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD		LEVY PAID		PAID YTD		BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	205,691.09	205,691.09		23,228,318.08		23,228,318.08		885,838.78	96.33	229.59-
	ADJUSTMENT REFUNDS	74,998.30-	74,998.30-								
2019	881,867.47	23,601.37	23,601.37		495,101.01		495,101.01		410,367.83	54.68	406.44-
	ADJUSTMENT REFUNDS	13,992.47-	13,992.47-								
2018	358,539.36	3,917.67	3,917.67		140,997.48		140,997.48		221,459.55	38.90	346.96-
	ADJUSTMENT REFUNDS	1,795.67-	1,795.67-								
2017	227,821.65	2,648.36	2,648.36		63,467.26		63,467.26		167,002.75	27.54	140.24-
	ADJUSTMENT REFUNDS	403.36-	403.36-								
2016	182,058.92	19,291.87-	19,291.87-		38,948.04		38,948.04		123,819.01	23.93	1,704.20-
	ADJUSTMENT REFUNDS	32.70-	32.70-								
2015	133,898.07	1,813.20-	1,813.20-		25,626.31		25,626.31		106,458.56	19.40	128.47-
2014	113,597.10	1,688.11-	1,688.11-		18,428.82		18,428.82		93,480.17	16.47	136.42-
2013	89,492.45	136.89-	136.89-		15,486.34		15,486.34		73,869.22	17.33	136.89-
2012	88,081.44	1,004.11-	1,004.11-		15,672.62		15,672.62		71,404.71	18.00	129.25-
2011	80,430.71	1,004.02-	1,004.02-		9,635.49		9,635.49		69,791.20	12.13	100.72-
2010	77,311.33	903.30-	903.30-		7,629.20		7,629.20		68,778.83	9.98	0.00
2009	74,906.82	28.44-	28.44-		6,508.60		6,508.60		68,369.78	8.69	0.00
2008	60,733.71	124.93-	124.93-		5,912.07		5,912.07		54,696.71	9.75	0.00
2007	53,283.37	810.25-	810.25-		4,505.83		4,505.83		47,967.29	8.59	0.00
2006	49,700.57	3,260.85-	3,260.85-		3,798.87		3,798.87		42,640.85	8.18	0.00
2005	43,366.19	774.60-	774.60-		3,712.24		3,712.24		38,879.35	8.72	0.00
2004	42,793.04	718.82-	718.82-		3,080.12		3,080.12		38,994.10	7.32	0.00
2003	33,659.51	982.75-	982.75-		2,369.39		2,369.39		30,307.37	7.25	0.00
2002	31,272.67	997.58-	997.58-		2,231.45		2,231.45		28,043.64	7.37	0.00
2001	23,027.25	129.90-	129.90-		1,562.84		1,562.84		21,334.51	6.83	0.00
2000	20,470.42	679.05-	679.05-		1,754.11		1,754.11		18,037.26	8.86	0.00
1999	85,487.95	3,840.90-	3,840.90-		4,438.89		4,438.89		77,208.16	5.44	0.00
****	26,660,265.77	197,668.92	197,668.92		24,099,185.06		24,099,185.06		2,758,749.63		3,459.18-
	ADJUSTMENT REFUNDS	91,222.50-	91,222.50-								

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 09/01/2021 THRU 09/30/2021

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			405.36	40.53	84.92	2.62-	0.00	1.90	488.38
BY COUNTY 108			405.36	40.53	84.92	2.62-	0.00	1.90	488.38
DELQ FOR 0032 CITY OF MISSION			441.21	84.79	199.76	36.20	0.00	6.05	634.92
BY COUNTY 108			441.21	84.79	199.76	36.20	0.00	6.05	634.92
TOTAL FOR 0032 CITY OF MISSION			846.57	125.32	284.68	33.58	0.00	7.95	1,123.30
BY COUNTY 108			846.57	125.32	284.68	33.58	0.00	7.95	1,123.30
CURR FOR 0033 CITY OF PHARR			8,143.12	2,122.00	1,628.63	424.41	0.00	127.31	9,644.44
BY COUNTY 108			8,143.12	2,122.00	1,628.63	424.41	0.00	127.31	9,644.44
DELQ FOR 0033 CITY OF PHARR			286.75	38.64	129.36	18.79	0.00	2.88	413.23
BY COUNTY 108			286.75	38.64	129.36	18.79	0.00	2.88	413.23
TOTAL FOR 0033 CITY OF PHARR			8,429.87	2,160.64	1,757.99	443.20	0.00	130.19	10,057.67
BY COUNTY 108			8,429.87	2,160.64	1,757.99	443.20	0.00	130.19	10,057.67
CURR FOR 0034 CITY OF PENITAS			5.53	0.50	1.11	0.10	0.00	0.04	6.60
BY COUNTY 108			5.53	0.50	1.11	0.10	0.00	0.04	6.60
DELQ FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS			5.53	0.50	1.11	0.10	0.00	0.04	6.60
BY COUNTY 108			5.53	0.50	1.11	0.10	0.00	0.04	6.60
CURR FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0035 CITY OF LA JOYA			230.45	20.95	93.81	8.53	0.00	1.47	322.79
BY COUNTY 108			230.45	20.95	93.81	8.53	0.00	1.47	322.79
TOTAL FOR 0035 CITY OF LA JOYA			230.45	20.95	93.81	8.53	0.00	1.47	322.79
BY COUNTY 108			230.45	20.95	93.81	8.53	0.00	1.47	322.79
CURR FOR 0036 CITY OF PROGRESO			98.12	48.59	19.62	9.72	0.00	2.92	114.82
BY COUNTY 108			98.12	48.59	19.62	9.72	0.00	2.92	114.82
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			98.12	48.59	19.62	9.72	0.00	2.92	114.82
BY COUNTY 108			98.12	48.59	19.62	9.72	0.00	2.92	114.82
CURR FOR 0037 CITY OF SAN JUAN			345.01	27.57	68.99	5.52	0.00	1.65	412.35
BY COUNTY 108			345.01	27.57	68.99	5.52	0.00	1.65	412.35
DELQ FOR 0037 CITY OF SAN JUAN			497.06	435.70	159.08	139.44	0.00	28.75	627.39
BY COUNTY 108			497.06	435.70	159.08	139.44	0.00	28.75	627.39
TOTAL FOR 0037 CITY OF SAN JUAN			842.07	463.27	228.07	144.96	0.00	30.40	1,039.74
BY COUNTY 108			842.07	463.27	228.07	144.96	0.00	30.40	1,039.74
CURR FOR 0040 CITY OF WESLACO			806.55	73.33	160.25	14.57	0.00	4.39	962.41
BY COUNTY 108			806.55	73.33	160.25	14.57	0.00	4.39	962.41
DELQ FOR 0040 CITY OF WESLACO			318.58	30.80	131.21	14.64	0.00	2.27	447.52
BY COUNTY 108			318.58	30.80	131.21	14.64	0.00	2.27	447.52
TOTAL FOR 0040 CITY OF WESLACO			1,125.13	104.13	291.46	29.21	0.00	6.66	1,409.93
BY COUNTY 108			1,125.13	104.13	291.46	29.21	0.00	6.66	1,409.93



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of minutes for July 6, 2021 Regular Called Meeting.

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 10/15/2021
Final Approval - 10/15/2021

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, JULY 6, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 6, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez (Arrived @ 4:03pm)
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Rodolfo Martinez, Municipal Judge
Joel Robles, Asst. Police Chief
Leonardo Perez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Mike Singleterry, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Kenneth Ennis, Public Safety Comm. Dir.
Marcela Beas, Chamber President
Michelle Lopez, Chief Comm. Officer
Melanie Cano, O.S.E. Director

CITY ATTORNEY

Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

July 6, 2021

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

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

Mayor Hernandez was not present at time of roll call but arrived at 4:03 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item and stated all projects were on time. He further stated City Engineer was available and questions could be entertained at this time.

ITEM 5. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT TO PARTNER WITH FIBER BROKER'S INTERNATIONAL FOR THE DESTRUCTION OF 52 BALLISTIC VEST PANELS. (POLICE)

B) AGENDA ITEM: CONSIDERATION AND ACTION, IF ANY, MEMORANDUM OF UNDERSTANDING WITH SOUTH TEXAS COLLEGE FOR POLICE ACADEMY/BASIC PEACE OFFICER CERTIFICATION. (POLICE)

C) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO RATIFY THE ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFPS) FOR

July 6, 2021

CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE UTRGV PHARR NURSING SCHOOL FACILITY. (ENGINEERING)

D) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES: (ADMINISTRATION)

- 1. ANTONIO RODRIGUEZ AND SYLVIA RODRIGUEZ, D/B/A VERONA EVENT CENTER II, LLC, ARE REQUESTING RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 2 AND 3, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 109 EAST FERGUSON AVENUE. CUP#100623 (DEVELOPMENT SERVICES)**

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

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

At this time, Mayor Pro Tem Chavez, stated they would deviate and go into closed session. There was no objection.

ITEM 10. CLOSED SESSION

The time being 4:03 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087

ITEM 11. RECONVENE

The time being 4:58 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING TO AMEND THE CURRENT CITY OF PHARR/FIRE DEPARTMENT COLLECTIVE BARGAINING AGREEMENT. (ADMINISTRATION)**

July 6, 2021

Ed Wylie, Interim City Manager, introduced the item and stated this was in fulfillment of Item 8-A for the appointment of the new Fire Chief. He stated the collective bargaining unit worked with the City to amend current agreement to support the appointment of the new Fire Chief. He recommended approval.

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

Ed Wylie, Interim City Manager, thanked Mike Navarro, Firefighters Association President, for working with the City on this agreement.

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE DEPARTMENT WITHIN THE CITY OF PHARR. (3RD AND FINAL READING) (ADMINISTRATION)

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

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

Ordinance No. O-2021-35 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2016-20 ADOPTING THE PURCHASING POLICIES AND PROCEDURES MANUAL. (2ND READING) (PURCHASING)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2016-34 AND ADOPTING THE DEVELOPMENT AND MAINTENANCE CODES 2017 AND 2018. (1ST READING) (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated the City of Pharr has had the 2012 Family of Codes since 2012. He stated these codes were the 2017 & 2018 Building Codes and mentioned these codes were more development friendly. Mr. Wylie further recommended to approve these codes to maintain the City's Insurance Services Office (ISO) Rating.

July 6, 2021

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

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING A FEE SCHEDULE FOR MUNICIPAL FIBER OPTIC SERVICES. (1ST READING) (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated the City was looking at a new fee schedule to get individuals pre-qualified coming the month of December. He recommended approval.

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

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2021; AWARDED THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO. (ADOPTION ON 1ST READING) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated the City was awarded \$5 Million from Texas Water Development Board (TWDB) for Drainage Project in South Pharr. Additionally, he stated \$1.5 Million was forgivable under program and the City would need to fund \$3.157 Million. He further stated this was the mechanism to fund this and recommended approval.

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

Ordinance No. O-2021-36 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING A MUNICIPAL JUDGE. (ADOPTION ON 1ST READING) (ADMINISTRATION) (TABLED) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated item was tabled.

Comm. Carrillo **moved** to un-table item. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ed Wylie, Interim City Manager, introduced the item.

Comm. Carrillo **moved** to appoint Juan Villegas as Municipal Judge. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2021-37 is filed with the City Clerk's Office.

July 6, 2021

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE CITY OF PHARR CURRENT CORPORATE BOUNDARY MAP. (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated the City should adopt a new map if boundaries change. He stated the boundaries had not changed in a few years but last year the City did annex sixty acres to the East of Veterans Road (I Rd.) from the City's Extra Territorial Jurisdiction (ETJ). Mr. Wylie stated due to change the City needed to adopt new boundary map and recommended approval.

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

Resolution No. R-2021-40 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD. (PARKS)

Ed Wylie, Interim City Manager, introduced the item.

Comm. Chavez **moved** to appoint Robert Carrillo Jr to the Parks & Recreation Advisory Board. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Carrillo abstained from voting.

Resolution No. R-2021-41 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CONFIRMATION OF THE APPOINTMENT OF A DEPARTMENT HEAD FOR THE FIRE DEPARTMENT AS PRESCRIBED BY SECTION 143.013 OF THE TEXAS LOCAL GOVERNMENT CODE. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the Fire Department and Police Department were under Civil Service. He further stated Civil Service does grant the authority to the City Manager to appoint the Fire Chief which is the head of the Fire Department. At this time, Mr. Wylie appointed Pilar Rodriguez as the new Fire Chief effective July 23, 2021 at 5:01 p.m.

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

July 6, 2021

Pilar Rodriguez, newly appointed Fire Chief, thanked the Commission for the opportunity to continue to serve the Fire Department and stated he looked forward to the challenges and working with the staff.

Mayor Hernandez stated it was his understanding that Chief Pilar's colleagues in the union and Chief Lenny Perez were all very happy with this appointment. He further asked Chief Pilar if he expected any unforeseen hick-ups with his appointment.

Pilar Rodriguez, newly appointed Fire Chief, stated he did not.

Mayor Hernandez and the Commission congratulated Chief Rodriguez.

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

Ed Wylie, Interim City Manager, reported after today's City Commission meeting, the Fire Department would be having the New Rescue Truck Push-In Ceremony at the Central Fire Station located at 120 W. Cherokee.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENGAGE, NEGOTIATE AND ENTER INTO A CONTRACT WITH AN ARCHITECTURAL FIRM FOR COMPLETE RENOVATIONS OF THE TIERRA DEL SOL GOLF COURSE CLUBHOUSE AND GROUNDS. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item.

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEM FOR NATATORIUM FROM DHS SECURITY, LLC DBA 3SIXTY INTEGRATED FROM SAN ANTONIO, TX, THROUGH BUYBOARD COOPERATIVE CONTRACT #574-18 IN AN AMOUNT NOT TO EXCEED \$150,515.87. (IT)

Ed Wylie, Interim City Manager, introduced the item and stated

Comm. Carrillo moved to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

ITEM 12. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING

July 6, 2021

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:05 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 6th DAY OF JULY 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 12, 2021

MEETING DATE: October 18, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2021-2022.

Classification: Consent

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

Issue: As every year, City finances its Capital equipment through Capital Leases, request for proposals from financial institutions will be advertised to finance approved items for FY 2021-2022.

(PROJECT# 2122-01-511-S002-017)

Fiscal Consideration: \$1,608,000 General Fund and \$ 2,548,000 for Utility

Staff Recommendation: To Advertise

Alternatives: n/a

Exclude Material from Public Packet? Yes

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Ignacio Amezcua

Patricia Rigney

City Management Office

Created/Initiated - 10/12/2021

Approved - 10/12/2021

Approved - 10/12/2021

Approved - 10/13/2021

Final Approval - 10/15/2021

BUDGET YEAR 2021-2022

Capital Outlay approved through Capital Lease Financing



Fund	Department	Amount	Description
General	Fire	\$ 76,000	Equipment to refurbish truck
General	Fire	\$ 750,000	(1) Pumper Replacement
General	Fire	\$ 60,000	(4) Traffic Control Equipment
General	Fire	\$ 24,000	(3) Gear Dryers
General	Public Works	\$ 200,000	(1) Fuel & Lube Service Truck
General	Public Works	\$ 135,000	(3) 6 Inch Dry Prime Pump for Flood Control
General	Public Works	\$ 140,000	(1) 12 Inch Dry Prime Pump
General	Public Works	\$ 65,000	(1) Animal Control Trailer
General	Public Works	\$ 62,000	Fittings, Hose & Accessories
General	Public Works	\$ 30,000	(2) 30" Pintel Dual Axel Trailers
General	Public Works	\$ 50,000	Equipment Canopies
General	Engineering	\$ 16,000	(1) Pipe Pole Camera
Total General Fund		\$ 1,608,000	
Utilities	Water Production	\$ 200,000	(2) Altitudes Valves
Utilities	Water Production	\$ 30,000	(2) Flygts
Utilities	Water Distribution	\$ 60,000	(1) Citrus Bay 1,000 Line
Utilities	Water Distribution	\$ 480,000	(60) Manhole Repairs
Utilities	Water Distribution	\$ 90,000	(1) 24" gravity sewer line
Utilities	Water Treatment Plant	\$ 100,000	(1) Altitudes Valve LBJ Tower
Utilities	Water Treatment Plant	\$ 150,000	(1) Belfilter Press
Utilities	Water Treatment Plant	\$ 30,000	(2) Pump Replacements
Utilities	Sewer Collection	\$ 110,000	(2) 6" Diesel pump trailer
Utilities	Sewer Collection	\$ 250,000	(1) New Odor Control System
Utilities	Sewer Collection	\$ 1,000,000	(10) 4" Gorman Rupp Pumps
Utilities	Sewer Collection	\$ 48,000	(4) 6" Gorman Rupp Pumps
Total Utility Fund		\$ 2,548,000	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 13, 2021

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance 0-2021-27 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. *(3rd and Final 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: This will allow the EMS department to bill for fixed wing (airplane) services and special events (football games)

Staff Recommendation: Staff Recommends Approval

Alternatives: No Alternatives

Exclude Material from Public Packet? No

Reason: Not Excluded

ROUTING:

Imelda Barrera
Daniel Ramirez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/13/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

ORDINANCE NO. O-2021-__

AN ORDINANCE OF THE CITY OF PHARR AMENDING O-2021-27, 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 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 Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including driving, or acting as an attendant on an ambulance.
- (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.
- (e) **City** means and refers to the City of Pharr, Texas, and its City limits.
- (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.
- (g) **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.

- (h) **Emergency/9-1-1call** 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.
- (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) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the EMS Chief or his designee) authorized to oversee the operation of the ambulance service system.
- (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.
- (l) **Emergency run** means an emergency ambulance trip, that may require 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.
- (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.
- (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 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.
- (o) **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.
- (p) **Operate** means to drive or to be in control of an ambulance.
- (q) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.
- (r) **Owner** means the person to whom state license plates for a vehicle were issued.
- (s) **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.

- (u) **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.
- (v) **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 DEFINITION OF TRANSPORT SERVICE)
- (w) **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.
- (x) **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.
- (y) **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").
- (z) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.
- (aa) **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, or equipped vehicles used for transporting special care patients such as critical care or burn patients.
- (bb) **Street** means any street, alley, avenue, boulevard, drive, highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City.
- (cc) **Transport Service** shall include:
 - 1. The non-emergency pickup and delivery within the limits of the City 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. 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., 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 provider of all 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.
- 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 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 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 Ordinance.

- E. No person shall furnish, operate, conduct, maintain, 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.

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS

To obtain a private ambulance service registration, a person must make written application to the EMS Chief containing 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, 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, 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.

- (9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws.
- (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.

SEC 50-90. REQUIREMENTS FOR ISSUANCE OF REGISTRATION

- (A) The EMS Chief or his/her designee may recommend the issuance of a registration 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 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 registrant and the City EMS 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 or his designee.
- (7) As a condition of obtaining a registration, 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 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.

- (1) After receipt of an application for 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 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) Registration Issuance Requirements.

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 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 at this time.

SEC. 50-91. - REQUIREMENTS FOR REGISTRANTS.

(a) Minimum equipment and facilities.

- (1) 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 State of State Health Services.
- (2) The registrant 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 registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.
- (2) One hundred percent of the registrant's emergency response staff shall possess current basic EMT or higher qualifications.
- (4) The registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by registrant and which will allow the general public to readily identify such personnel as emergency ambulance personnel.
- (5) When on duty, 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 50-88, shall operate any ambulance upon the public streets in rendering ambulance services in response to calls unless holding a valid registration from the City, and until such ambulance has been certified for such usage by the 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.
- (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 registration from the City and until such ambulance has been certified for such usage by the City EMS 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.

- (3) Private ambulance service registrant's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. 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. Furthermore, upon successful acquisition of a new ambulance service contract the registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registration.

SEC. 50-93. REGISTRATION FEES.

- (1) *Registration Fees.* All registrations 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, 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 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. Said sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereafter. The registration 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 registration fee will not be refunded.

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS

- 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, 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 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.
 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 a sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.
- 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 and any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

SEC. 50-96. - ALLOWABLE CHARGES.

- (a) Registrants 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. Fees shall be paid by persons receiving the service directly to the registrant. 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 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:

	Unit Price	
ALS 2 AMBULANCE	Amount	\$1,050.00
	Unit Price	
14-24 GAUGE CATHETER	Amount	\$30.00
	Unit Price	
AIRWAY MAINTENANCE	Amount	\$100.00
	Unit Price	
ALCOHOL PREPS	Amount	\$2.20
	Unit Price	
ALS EMERGENCY AMBULANCE	Amount	\$850.00
	Unit Price	
ALS N-EMERGENCY AMBULANCE	Amount	\$850.00
	Unit Price	
ALS SUPPLIES	Amount	\$165.00
	Unit Price	
BAG VALVE MASK - ADULT	Amount	\$50.00
	Unit Price	
BAG VALVE MASK - CHILD	Amount	\$45.00
	Unit Price	
BANDAGES 5X9 / DRESSINGS	Amount	\$30.00
	Unit Price	
BETADINE PREP	Amount	\$2.00
	Unit Price	
BLEEDING CONTROL PROCEDURE	Amount	\$100.00
	Unit Price	
BLS EMERGENCY AMB	Amount	\$850.00
	Unit Price	
BLS NON-EMERG (3RD TRIP)	Amount	\$850.00
	Unit Price	
BLS NON-EMERGENCY TRANSPORT	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 - MAGNESIUM 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 SUPPLIES	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
IMMOBILIZATION - HEAD BLOCKS	Unit Price	
	Amount	\$50.00
IMMOBILIZATION - SPIDER WEBING	Unit Price	
	Amount	\$25.00
IMMOBILIZATION PROCEDURE	Unit Price	
	Amount	\$150.00
INTRAOSSEOUS NEEDLE	Unit Price	
	Amount	\$150.00
INTUBATION	Unit Price	
	Amount	\$150.00
IV - 10 GTTS MACRO SET	Unit Price	
	Amount	\$30.00
IV - DRIP SET	Unit Price	
	Amount	\$30.00
IV - LACTATED RINGERS 1000ML	Unit Price	
	Amount	\$75.00

IV - SALINE FLUSH 10CC	Unit Price	
	Amount	\$15.00
IV - START KIT	Unit Price	
	Amount	\$75.00
IV - VENIGARD	Unit Price	
	Amount	\$15.00
IV - VENIGUARD	Unit Price	
	Amount	\$20.00
IV ADMIN SET	Unit Price	
	Amount	\$49.50
IV PUMP	Unit Price	
	Amount	\$75.00
IV SUPPLIES AND CATHETER	Unit Price	
	Amount	\$175.00
KERLEX	Unit Price	
	Amount	\$25.00
LEUR LOCK	Unit Price	
	Amount	\$25.00
MAC/LARYNGOSCOPE BLADE-ALL SZS	Unit Price	
	Amount	\$25.00
Midazolam hydrochloride 1MG	Unit Price	
	Amount	\$75.00
NASAL INTUBATION KIT	Unit Price	
	Amount	\$75.00
NEBULIZER	Unit Price	
	Amount	\$28.50
NEBULIZER MASK	Unit Price	
	Amount	\$40.00
NEEDLE 18G - 22G	Unit Price	
	Amount	\$20.00
NON-COVERED MILEAGE	Unit Price	
	Amount	\$25.00
NON-REBREATHER MASK	Unit Price	
	Amount	\$45.00
NON-REBREATHER MASK	Unit Price	
	Amount	\$45.00
NPA (NASAL PHARYNGAL AIRWAY)	Unit Price	
	Amount	\$20.00
O2 TUBING	Unit Price	
	Amount	\$8.00
ONDANSETRON HYDROCHLO INJ 1MG	Unit Price	
	Amount	\$36.00
OPA (ORAL PHARYNGAL AIRWAY)	Unit Price	
	Amount	\$6.00
OXYGEN	Unit Price	
	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
	Unit Price	
TREATMENT / NO TRANSPORT	Amount	\$50.00
	Unit Price	
VACUTAINER HOLDER	Amount	\$5.50
	Unit Price	
VACUTAINER LUER ADAPT / NEEDLE	Amount	\$5.50
	Unit Price	
VENT - SINGLE USAGE CIRCUIT	Amount	\$50.00
	Unit Price	
VENTILATOR AIRWAY MAINTANCE	Amount	\$100.00
	Unit Price	
WAITING TIME 1/2 HR INCREMENTS	Amount	\$50.00
	Unit Price	
WC MILEAGE	Amount	\$3.00
	Unit Price	
WHEELCHAIR BASE	Amount	\$20.00

	Amount	
Medical Records	Unit Price	\$25.00
Copy of EMS Bill	Unit Price	\$25.00
Fixed Wing	Unit Price Amount	\$25,000
Fixed Wing Mileage	Unit Price Amount	\$250.00
EMS DEDICATED SPECIAL EVENT Services		
MICU Ambulance	Unit Price Amount	\$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	Unit Price Amount	\$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.

True and accurate records of activities in the City shall be kept as required by local, state, and federal law, 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, including inspection of all permits, licenses, certificates, records, and equipment of registrant 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 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 provider shall respond to emergency calls.

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

The registrant, as a condition of the issuance of a registration 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 operation. The registrant shall indemnify and hold harmless the City, its officers, 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 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.
- 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, 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.
- (6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants shall file a monthly written report to the EMS 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.

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 #: 6.D.

DATE SUBMITTED: October 13, 2021

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-45 relating to the number of authorized civil service positions within the Fire and Police Departments. **(2nd Reading)**

Classification: Regular

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

Issue: In the most recent fire CBA both the City and Fire union agreed to add two new ranks within the Fire Department.

In addition, we are adding the positions authorized in FY 21-22 personnel budget for both departments.

Fiscal Consideration: approved with personnel budget FY 21-22

Staff Recommendation: Staff recommend approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Imelda Barrera
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/13/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

ORDINANCE NO. O-2021-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-45 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PHARR, TEXAS AS FOLLOWS:

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	112	0	112
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	0	2
Assistant Chief	1	0	1
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	0	14
Captain	0	1	1
Battalion Chief	0	3	3
Deputy Chief/Fire Marshal	3	-1	2
Assistant Chief	1	0	1
Fire Chief	1	0	1

- 3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

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

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

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

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

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

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED:

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant 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:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857**

Classification: Regular

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

Issue: Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#180857**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 18, 2021

Conditional Use Permit **Renewal** for ABC –

Tropical Island #2

Background:

Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Tropical Island #2.

The property is located at 1801 West Ridge Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND #2_2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 18, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#180857 (TROPICAL ISLAND #2)

GENERAL INFORMATION:

APPLICANT: Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1801 West Ridge Road.

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

COMMENTS:

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

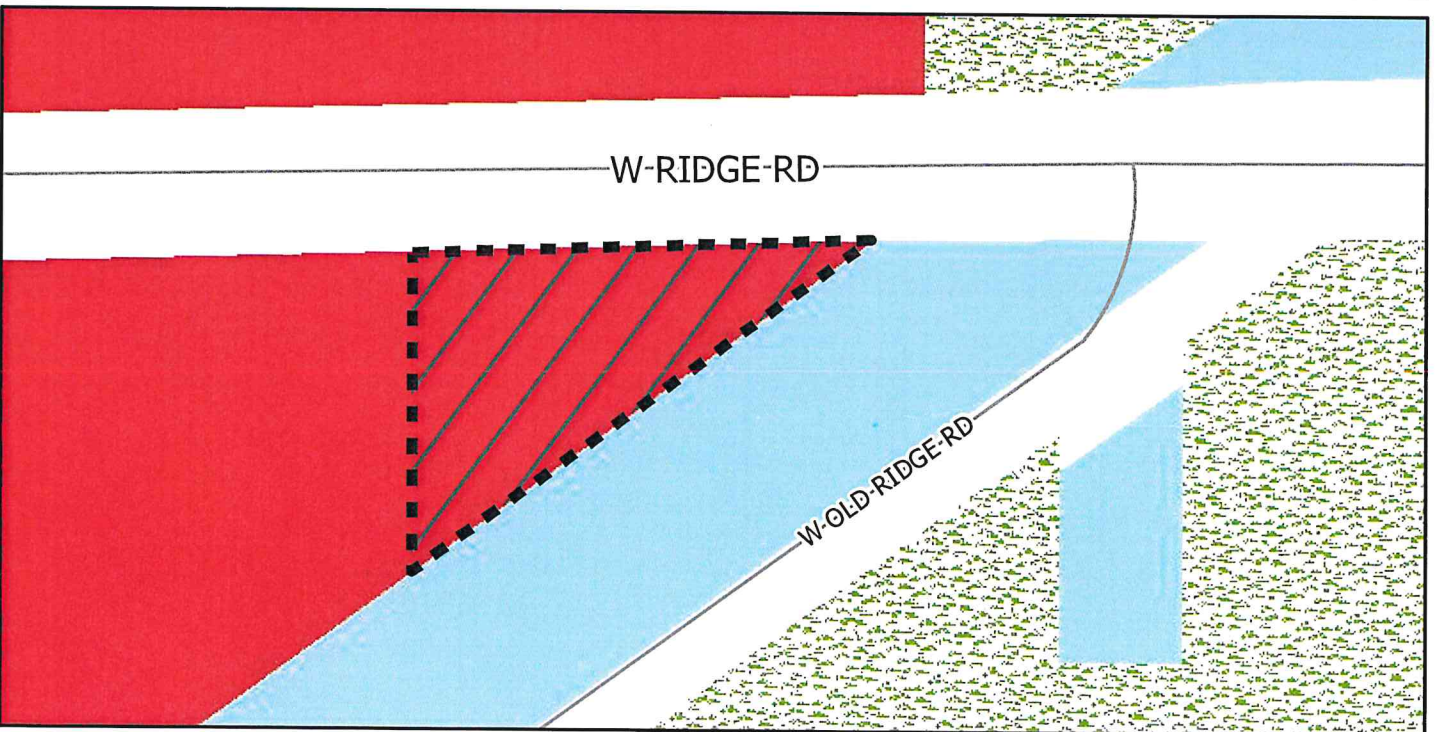
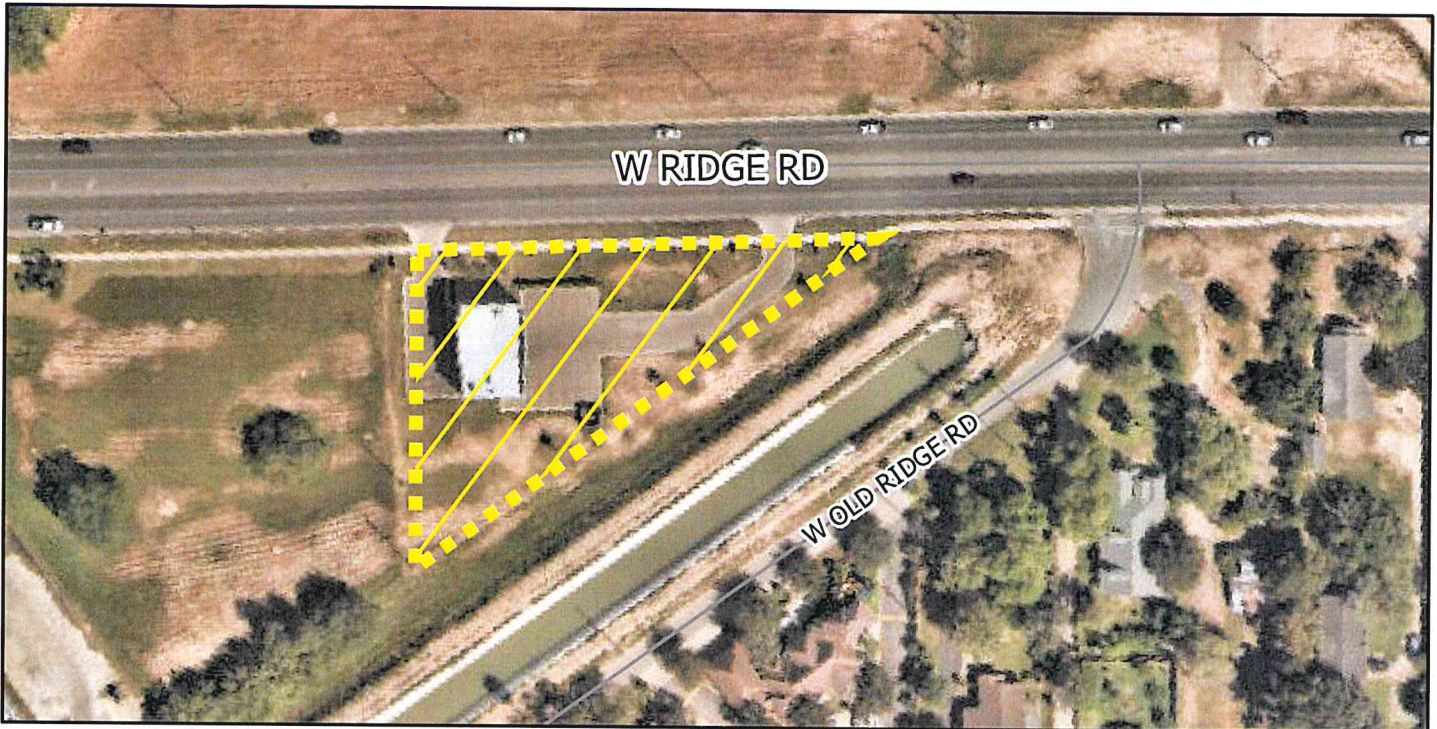
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

Conditional Use Permit Renewal
Jackson Ridge Court Lot 2B
Tropical Island #2/ Ivan Cavazos



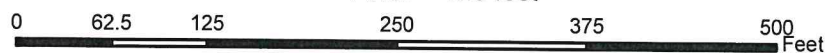
G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\Jackson Ridge Court Subdivision Lot 2B\CUP Renewal Base.mxd



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 125 feet



Date: 10/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.2.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. **CUP#190536**

Classification: Regular

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

Issue: Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#190536**

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 the applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 18, 2021

Conditional Use Permit **Renewal** for ABC –

Stefano's Pizza Express

Background:

Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 2nd renewal for Stefano's Pizza Express.

The property is located at 500 North Jackson Road, Suite N-3. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, OCTOBER 18, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#190536 (STEFANO'S PIZZA EXPRESS)
--

GENERAL INFORMATION:

APPLICANT: Stefano's Pizza Express 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 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-3.

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

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

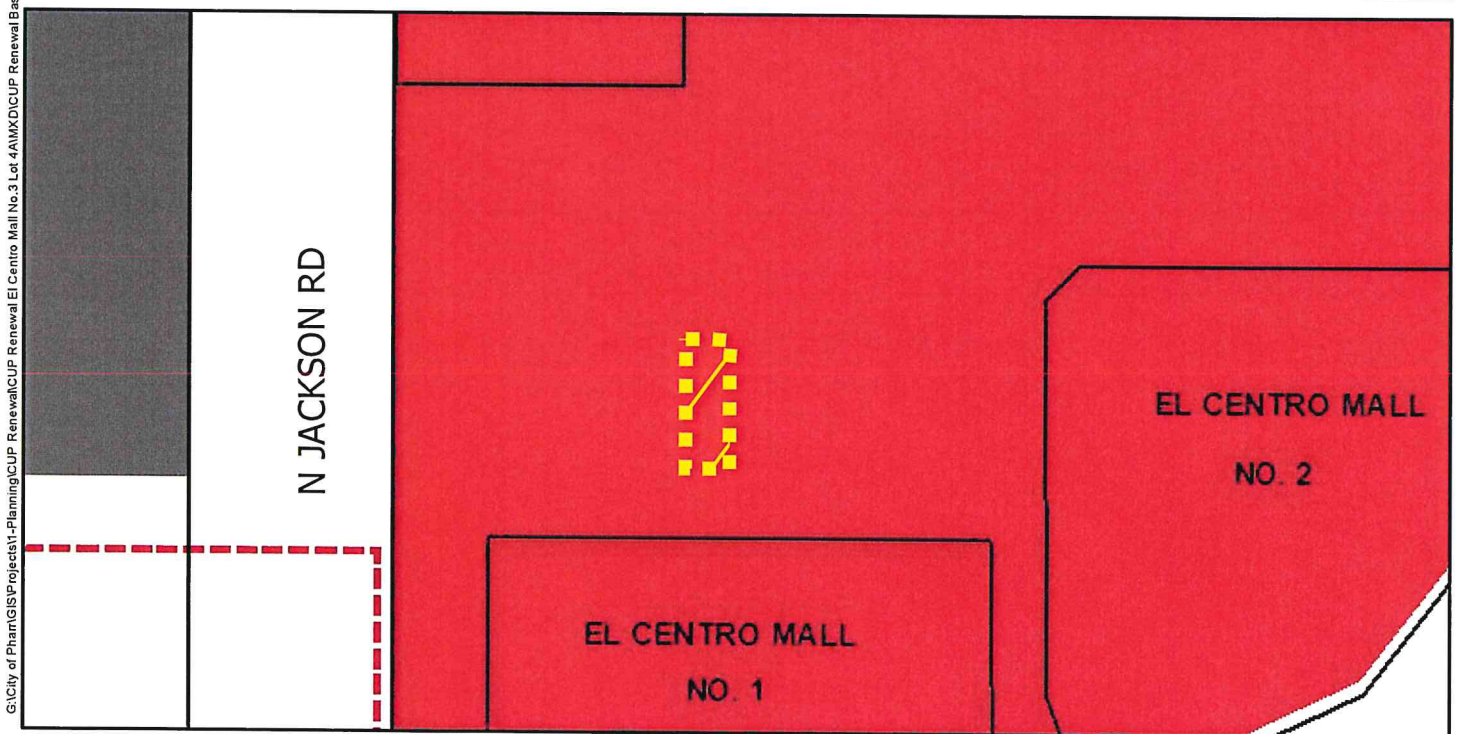
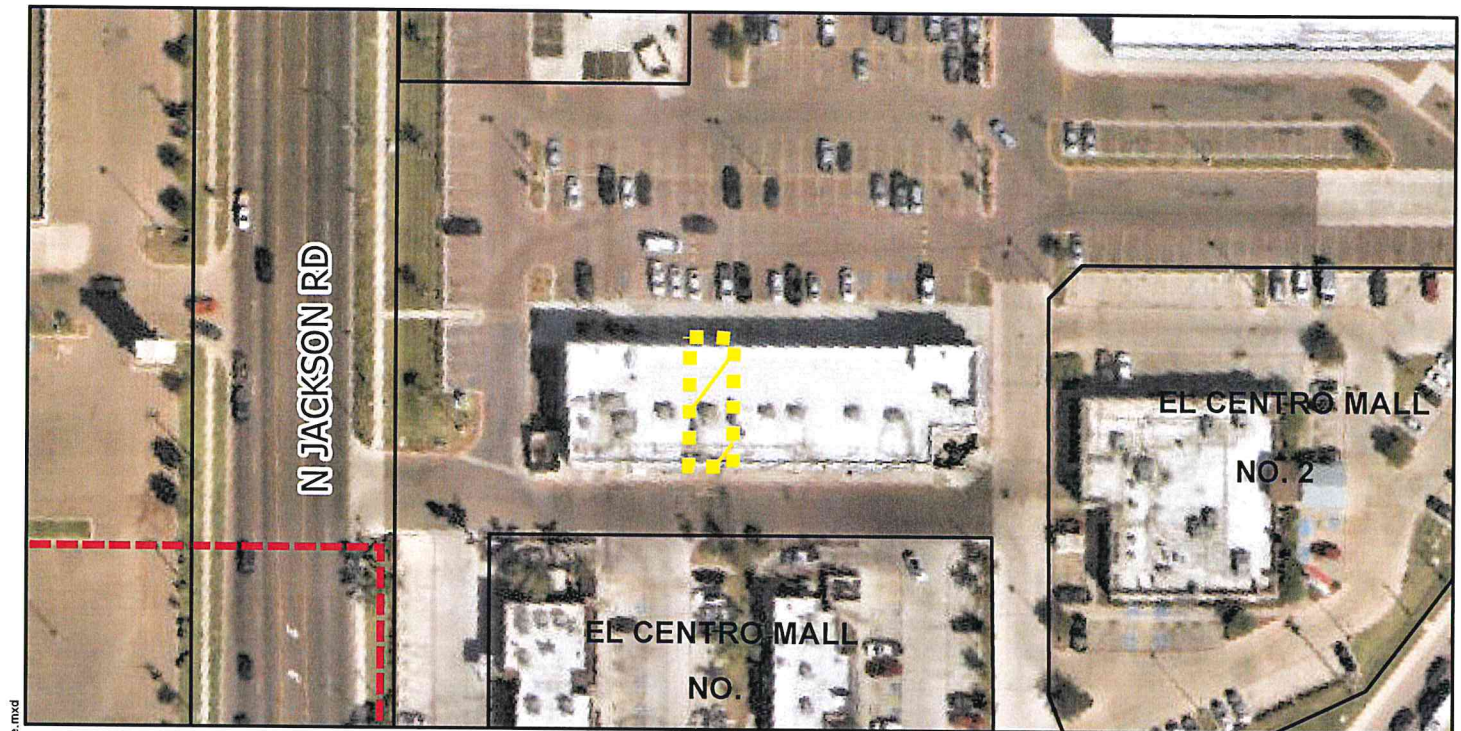
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

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 applicant and site being in compliance with all City Ordinances and City Department requirements.



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.3.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Olly's Drive Thru 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 a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5850 South Cage Boulevard.
CUP#200836

Classification: Regular

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

Issue: Olly's Drive Thru 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#200836**

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 the applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 18, 2021

Conditional Use Permit **Renewal** for ABC -

Olly's Drive Thru

Background:

Olly's Drive Thru is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Olly's Drive Thru.

The property is located at 5850 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional use Permit 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.



MEMORANDUM

DATE: MONDAY, OCTOBER 18, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#200836 (OLLY'S DRIVE THRU)

GENERAL INFORMATION:

APPLICANT: Olly's Drive Thru 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 a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5850 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, and east and Single-Family Residential District (R-1) to the 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:	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.

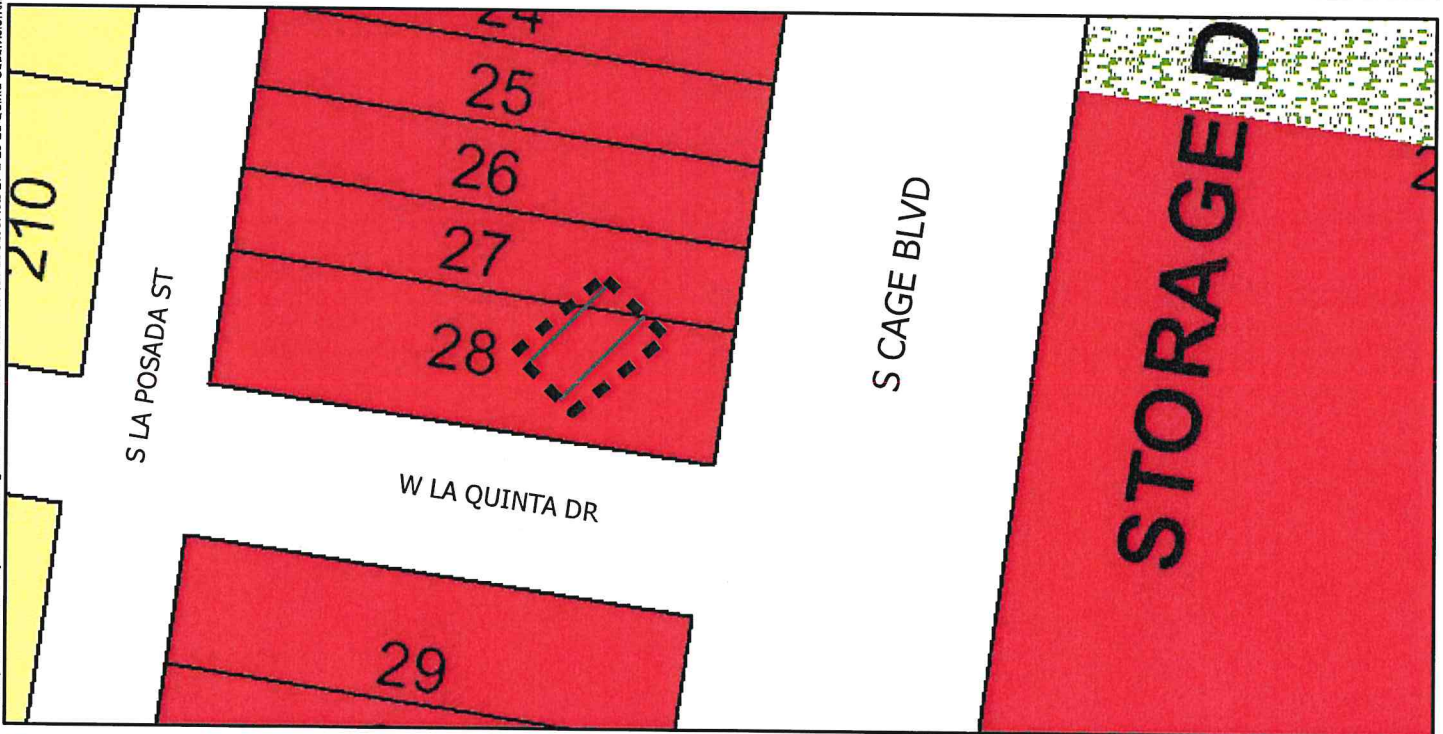
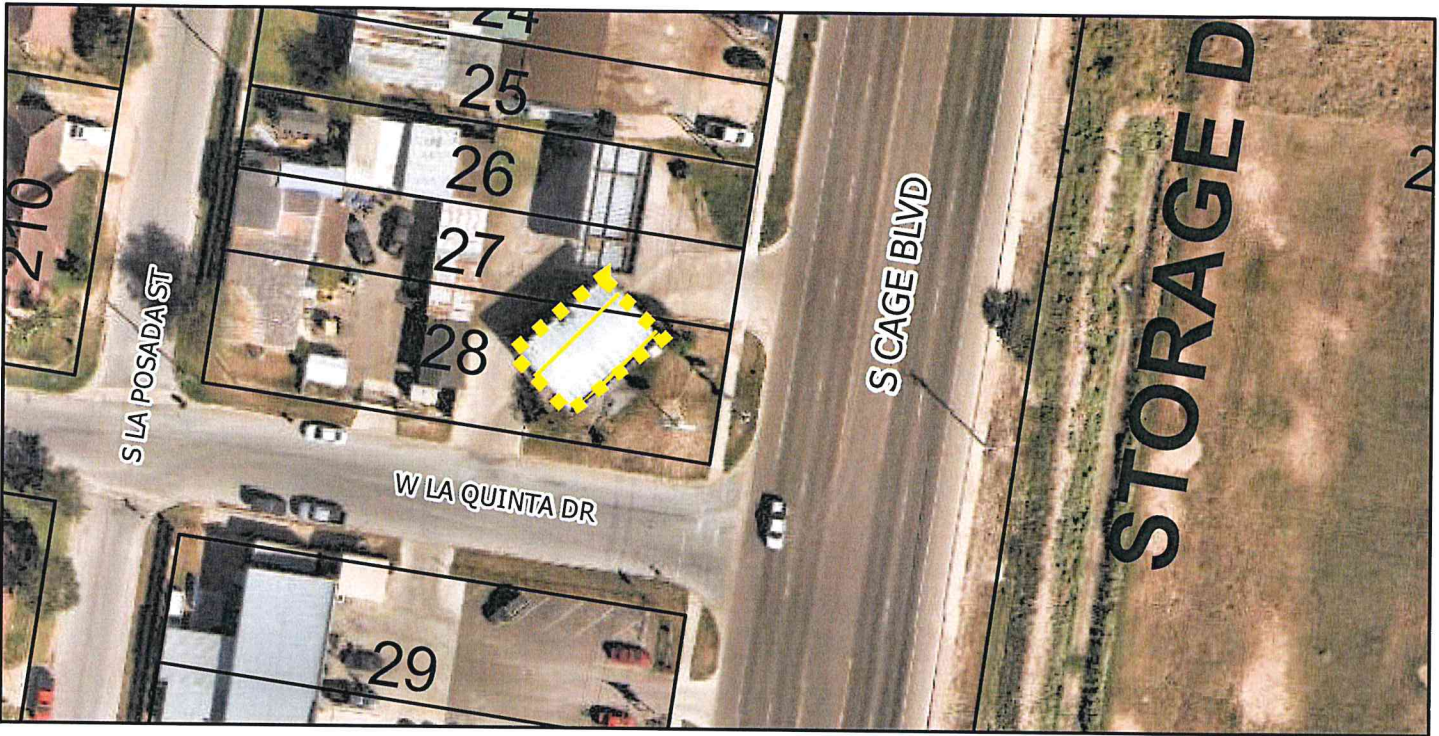
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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 the applicant and site being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 .04ac out of Lots 27 & 28 La Quinta Subdivision
 Olly's Drive thru/ Briselda Sehgal



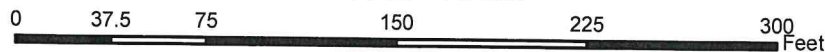
G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Renewal-04 ac out of lots 27 & 28 La Quinta Subdivision\WXCUP Renewal Base.mxd



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 75 feet



Date: 10/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED:

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rio Delta Engineering, representing Juan Aurelio Cadena, is requesting final plat approval of the proposed Cadena Auto Sales Subdivision. The property is legally described as being a 0.88 of an acre tract of land being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 and a 20 foot strip of land, formerly an alley, lying between Lots 1 thru 8 and lots 25 thru 32, Block A, Original Townsite of Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 Block of East Business Hwy 83. **SUB#200210**

Classification: Regular

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

Issue: Rio Delta Engineering, representing Juan Aurelio Cadena, is requesting final plat approval of the proposed Cadena Auto Sales Subdivision. **SUB#200210**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Cadena Auto Sales Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Cadena Auto Sales Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



MEMORANDUM

DATE: MONDAY, OCTOBER 18, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CADENA AUTO SALES SUBDIVISION FILE NO. SUB#200210

GENERAL INFORMATION:

APPLICANT: Rio Delta Engineering, representing Juan Aurelio Cadena, is requesting final plat approval of the proposed Cadena Auto Sales Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.88 of an acre tract of land being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 and a 20 foot strip of land, formerly an alley, lying between Lots 1 thru 8 and lots 25 thru 32, Block A, Original Townsite of Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 200 Block of East Business Hwy 83.

ZONING: The property is currently zoned General Business District (C) and Business District (C-2). The adjacent zones are Heavy Commercial District (HC) to the north, General Business District (C) to the east and south and Business District (C-2) to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Car lot.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Cadena Auto Sales Subdivision subject to the following conditions set before you.

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

EASEMENTS: 1. In conformance.

**SIDEWALK:
ADA:** 1. In conformance.

FIRE PROTECTION: 1. In conformance.

WATER: 1. In conformance.

SEWER: 1. In conformance.

DRAINAGE: 1. In conformance.

OTHER: 1. In conformance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Cadena Auto Sales Subdivision.

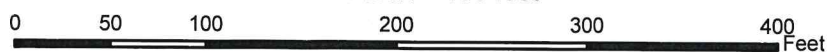


Pharr
Engineering

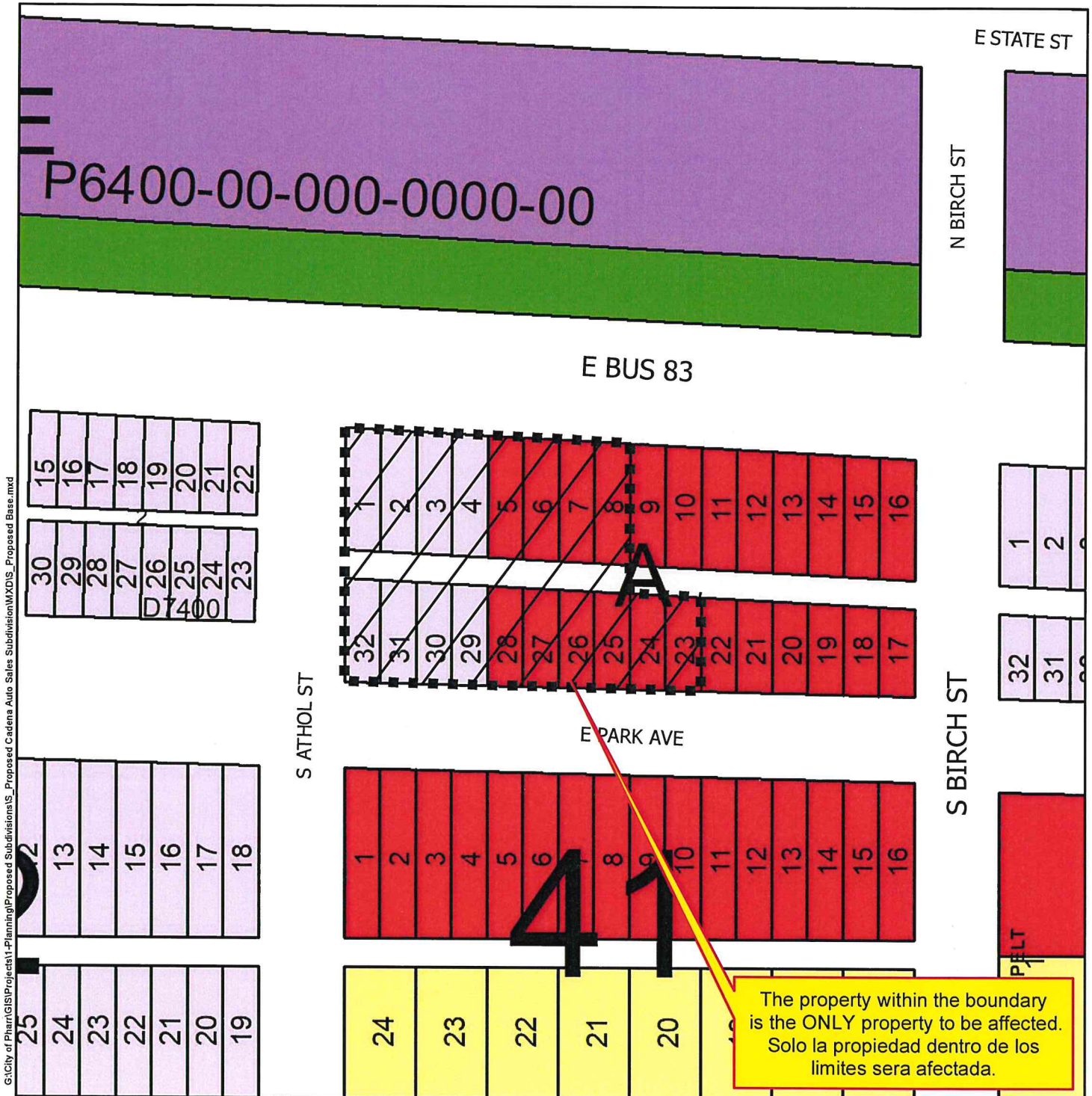


- | | | | |
|--|---|---|--|
|  Agricultural Open Space |  Townhouse |  Drainage Easement |  PSJA ISD |
|  Single Family |  HUD Code |  Heavy Commercial |  Hidalgo ISD |
|  Single Family Small Lot |  Rail Road R.O.W |  Heavy Industrial |  Valley View ISD |
|  Residential Multi-Family |  Government Owned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

Scale: 1 inch = 100 feet



Date: 5/13/2020



G:\City of Pharr\GIS\Projects\Planning\Proposed Subdivisions\Proposed Cadena Auto Sales Subdivision\MXD\S_Proposed Base.mxd

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 5, 2021

MEETING DATE: October 18, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending O-2006-47, Standard Manual: Construction and Development Manual *(2nd and Final Reading)*

Classification: Regular

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

Issue: The City of McAllen has invited the City of Pharr, Edinburg and Mission to participate in adopting McAllen's drainage policy to initiate adoption of uniform drainage guidelines in our region. The goal of having uniform guidelines is to increase predictability and control over stormwater runoff from developed areas, thus leading to greater mitigation of flood waters and less flooding impact on neighboring communities.

The City of Pharr's drainage guidelines are already in general alignment with those of McAllen. A Summary Table is attached for comparison of Pharr and McAllen's general drainage policies. The amendment will replicate the verbiage found in McAllen's general drainage policy guidelines.

Fiscal Consideration: No fiscal impact is anticipated.

Staff Recommendation: Staff recommends approval of amendment to Ordinance No. O-2006-47.

Alternatives: Make no change to the Standard Manual.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel
Omar Anzaldua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/5/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

ORDINANCE NO. _____

**AN ORDINANCE AMENDING O-2006-47 OF THE CITY OF PHARR, TEXAS
CHAPTER 118, SUBDIVISIONS, AMENDING SECTION II-DRAINAGE,
PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE,
PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.**

WHEREAS, the City of Pharr has prepared a “Standards Manual: Construction and Development Guide” that will assist all applicants in complying with various technical and policy provisions of the City’s Subdivision and Zoning regulations; and

WHEREAS, the City of Pharr desires to apprise the public of the existence of these policies, standards, rules and regulations and to make them enforceable on a uniform basis; and

WHEREAS, the existing “Standards Manual: Construction and Development Guide” requires updates and modifications to establish uniform drainage guidelines in our Metropolitan Statistical Area (MSA).

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

Section 1 – Standards Manual: Construction and Development Guide, Section II - Drainage. The general policy on drainage will be standardized to establish uniform drainage guidelines with neighboring communities.

Section 2 – 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 3 – 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 4 – 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 5 – Effective Date. This ordinance may be published after its passage and approval and shall take effect and be in full force when signed by the Mayor and 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, 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

SECTION II - DRAINAGE

II - 1 General

The purpose of this section is to outline the general parameters for proper design considerations of drainage requirements in Pharr, Texas. By establishing guidelines for the orderly presentation of the design, a storm drainage system compatible with needs of Pharr can be achieved. As with any design, all requirements, limitations and procedures cannot be identified; therefore, the responsibility of using sound Engineering judgment must be practiced.

II - 2 Master Drainage Plan & Policy

All drainage design must be coordinated with the City of Pharr and with the latest approved Master Drainage Plans (state/county/city), which may exist. If applicable, the design must identify the current floodway and flood boundary map prepared by the Federal Emergency Management Agency and comply with all their requirements.

A. General Policy

~~1. All storm drainage facilities within the City of Pharr and adjacent areas subject to its Extraterritorial Jurisdiction (ETJ) shall follow these policies, standards of design, and with the latest approved Master Drainage Plan Map (state/county/city) for the planning, design, construction, and operation of storm drainage facilities.~~

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, No bullets or numbering

1. This Drainage Policy shall apply to all drainage improvements within the limits of the City of Pharr (City) and its Extraterritorial Jurisdiction (ETJ). When a conflict in design arises with applicable criteria (Hidalgo County Drainage District No. 1, Texas Department of Transportation, etc.) the more restrictive criteria shall govern.

Formatted: List Paragraph, Indent: Left: 3.27", First line: 0"

Formatted: Font: (Default) Arial, 12 pt

2. All drainage reports and plans shall be prepared by a Licensed Professional Engineer holding a valid license to practice in the State of Texas.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, No bullets or numbering

3. All proposed development within the City and its ETJ shall require a storm sewer outfall designated in accordance with the Master Drainage Plan.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

4. In instances where proposed drainage infrastructure improvements require conveyance to an outfall, the developer shall be responsible for design of the conveyance to accommodate storm water runoff from fully developed conditions within the entire subject drainage basin and all reasonable interconnects. The City may consider a cost share or reimbursement program for costs associated with the construction of the offsite conveyance.

5. All storm sewer conduit and related appurtenances maintained by the City of Pharr shall be located within City right-of-way and/or dedicated drainage easements.

6. All drainage facilities including street gutters, inlets, pipes and related appurtenances to the drainage outfall system shall be designed to intercept and convey runoff from a 10 – year frequency storm event and checked for a 25-year frequency storm event.

7. The drainage outfall system (channels and ditches) shall be designed to convey and/or detain storm water runoff from a 50-year frequency storm. The developer must comply with regulations to attain approval for connection to a drainage outfall system through a jurisdictional entity.

8. Improvements which will increase the frequency of flooding or the depth of inundation of unprotected structures in the 100-year flood plain or areas of flooding shall not be permitted for construction. The developer must comply with City Ordinance Chapter 58 "Floods".

9. Off-site discharge for post development conditions shall not exceed the pre-development peak discharge for all storm events up to and including the 10-year storm

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, Left, Right: 0", Space Before: 0 pt, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

event.

10. Stormwater runoff generated from developed improvements shall be detained on-site for a 50-year frequency storm event and released into the receiving system at the pre-developed, peak discharge rate for a 10-year frequency storm event.
11. For redevelopments that have no existing detention, the pre-developed peak discharge rate shall include land cover prior to any development on site.
12. For master planned developments, stormwater detention requirements shall be reassessed if land use is changed such that calculations show increase in runoff when compared to original approval.
13. Residential lots shall be graded to provide positive drainage towards the front of the lot at a minimum slope of 1%.
14. In no instance shall site grading on residential or commercial properties adversely affect neighboring properties.
15. In the event of a difference in grade between adjacent properties, each property shall be graded to drain away from the deviation. Grade differentials in excess of 1-foot shall require an engineered retaining structure.
16. Construction activity shall not interfere with the normal operation of existing drainage systems.
17. Storm drainage designs shall account for off-site drainage patterns affected by any proposed drainage improvements.
18. Variances from procedures described in this policy shall require approval from the City

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Engineer and/or City Commission, as applicable.

19. All formulas and factors appearing in this policy are presented in English units unless noted otherwise.

21. Peak flows for proposed improvements shall not be increased at any location for any storm frequency higher than the pre-developed 10-year storm.

3. Any property within the 100-year flood plain must provide an amount of floodwater storage capacity after development, which is not less than the pre-existing floodwater storage capacity of said property during the 100-year flood, regardless of whether such pre-existing flood storage capacity is due to natural or artificial causes. The design must mitigate the total volume of fill within the 100-year flood plain.

224. Acceptable methods of regulation of peak flow achieved by on-site or off-site include parking lots, recreational areas, swales, ponds, reservoirs, channels, and yard areas below top of curb, provided water does not escape through curb

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Indent: Left: 0.5", Right: 0", Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.1" + Indent at: 3.27"

Formatted: Font: (Default) Arial, 12 pt

Commented [MR1]: See #9. Removing and replacing to standardize language.

Formatted: Indent: Left: 1.1", First line: 0"

Formatted: Justified, Indent: Left: 1.1", Hanging: 0.5", Right: 0.06", Space Before: 0 pt, Line spacing: single

Commented [MR2]: See #8. Removing and replacing to standardize language.

Formatted: Indent: Left: 1.1", First line: 0"

openings, driveways. However, the design is not limited to those methods listed above. Bermed yards are not acceptable.

B. Outfall System

~~The drainage outfall system shall be designed to carry and/or store the run-off from a 10-year developed storm frequency and will be provided and maintained by the City. The outfall system consists of those systems shown on the latest approved City's Master Drainage Plan (state/county/city). The permanent outfall for any improvements within the county is Hidalgo County Drainage District's facilities.~~

Commented [MR3]: See #7 & 9. Removing and replacing to standardize language.

Formatted: Indent: Left: 0.6", Right: -0.01", Space Before: 0 pt, Line spacing: Exactly 13.55 pt, Tab stops: 1.1", Left

II - 3 Design Storm Frequencies

Storm drainage planning requires establishment of standards to accomplish design objectives. Storm frequency is a basic criterion necessary in storm drainage design and refers to the magnitude of a storm. Therefore, the selected design frequency establishes the degree of protection desired. Initial storms, as referred to in this manual designate a storm frequency within a 10-year reoccurrence cycle. Run-off from an initial storm is normally intercepted and conveyed by a conveyance system consisting of inlets and a pipe system. A major storm refers to a rainfall having the probability of reoccurrence once every 100 years. Major storms are controlled and conveyed in open drainage systems. Design storm frequencies are as follows:

TABLE II - 1: DESIGN STORM FREQUENCIES

Area or Facility	Design Frequency (Developed)
Enclosed Pipe System (Internal Subdivision)	10 years
Enclosed Pipe System (Outfall Master Drainage Plan)	10 years
Channels and Ditches (1)	50 25 years
Culverts and Bridges	50 25 years
Floodways Between Building Lines	100 years
(1) Channels and ditches shall have one (1') foot of freeboard Note: Storm drainage designed to convey the indicated frequency storm and detain the difference between the 10 9-5 year pre-developed agriculture runoff and the developed design frequency.	

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0"

Formatted Table

II - 4 Drainage Considerations

Drainage design is an integral part of any new development. Proper planning and coordination of the drainage scheme, along with the development plans, is required to achieve an operational and economical storm drainage system. Lack of drainage consideration during the initial planning phase will lead to numerous complaints due to flooding and to added cost due to extension of the drainage system into areas not properly considered. Existing sites and re-development areas shall require appropriate detention measures to be designed and constructed.

A. Responsibility in Development

1. Developers must provide acceptable conveyance for storm waters from the development to the outfall at their expense. All drainage facilities shall be ~~designed~~^{sized} to provide capacity for ~~fully developed conditions within the entire subject drainage basin~~^{the development}. ~~At the City's option, the City may require the drainage facilities from the development to the outfall to be oversized to include other land in the overall drainage basin delineated on the latest approved City's Master Drainage Plan (state/county/city).~~
2. A ten (10) year Developer's Reimbursement Contract may be entered into with the City for the costs of over sizing the offsite system for future development. Future development that connects to the system is ultimately responsible for reimbursement.
3. All on-site drainage construction development is the responsibility of the Developer.
4. All on-site detention facilities must be designed by a professional engineer in accordance with City's standards specified herein and placed within easements. Access easements to the facility shall be provided.
5. Internal enclosed pipe drainage systems shall be designed by a professional engineer for a 10-year storm return frequency. Offsite outfall and detention design shall be based on Table II - 1.
6. Drainage requirements not considered through the subdivision process will be addressed at building permit phase. At any rate, all new construction shall meet the city's drainage requirements.

II - 5 Water Spread Limit

Streets function primarily to serve traffic, and for that reason, must be expected to have some degree of usability during periods of rainfall. Water spread limits are an effective way of defining the protection required to achieve that usability. The following water spread limits are established:

TABLE II - 2: WATER SPREAD LIMITS	
Street Classification	Permissible Water Spread
Major Thoroughfare (Divided)	10-year storm - 1 traffic lane must stay open in each direction
Minor Streets	10-year storm - 1 traffic lane must stay open
Residential Streets	10-year storm – water flow must not exceed top of curb

The permissible water spreads are based upon the initial storm frequencies (10-year), but consideration must be given to street conveyance of the major storm (100 year) and possible flooding. All streets shall be capable of conveying a major storm without water encroaching into adjacent buildings. Therefore, the maximum spread limits in streets for a major storm shall be the building lines. This requirement of utilizing the streets to convey the major storm run-off may require increasing the capacity of the enclosed drainage system.

II - 6 Drainage System Requirements

The complete drainage in an urban area is composed of: (1) The Conveyance System, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm run-off (10-year); and (2) The Major System for the major run-off (25-year to 100-year), which consists of swales, ditches, channels, floodways, and emergency overflows to prevent water encroachment into residential and commercial facilities.

The initial storm drain system shall be required when the run-off exceeds the limitations established in Section I-5. Inlets and storm drains shall be designed in accordance with applicable portions of this section. All pipe systems maintained as a public facility shall be constructed with reinforced concrete pipe or other materials approved by the City Engineer. The drainage design shall include a plan and profile of storm drainage improvements and shall include a plot of the design hydraulic grade line.

Reinforced concrete lined channels shall have a maximum side slope of 1.5:1 (horizontal to vertical). Unlined ditches shall be no steeper than 2:1 for stability and maintenance purposes. All channels, lined and unlined, shall have a 1-inch per foot traverse bottom slope to the centerline.

Unlined ditches will be considered for quantities larger than the equivalent flow of a 72-inch pipe. These channels shall provide one (1) foot of freeboard minimum. Additional freeboard shall be considered where wave action is anticipated. All drainage ditches shall also provide detention for the difference between the 109.5 year pre-developed agriculture flow and the developed frequency.

All culverts crossing under streets shall extend from property line to property line, plus sufficient length on each end to permit a 3:1 slope to extend from the street property line to a point six (6) inches beneath the top of the headwall. All culverts shall have adequate reinforced concrete headwalls and/or wing walls for 3:1 fill slope with aprons at each end, see detail. Culvert ends shall be protected in accordance with Texas Department of Transportation, drainage facility placement. All culverts shall be designed by a professional engineer to provide sufficient clear zone to ensure vehicular safety.

Additional storm drain criteria follow:

1. Minimum velocity with the pipe flowing full shall be three (3) feet per second.
2. Minimum storm drain pipe diameter shall be eighteen (18) inches.
3. Pipe diameters shall not decrease downstream.
4. Pipe crowns at change sizes shall be set at the same elevation.
5. The City Engineer will permit minimum vertical and horizontal curves in the conduit only upon review and approval.
6. Street crowns shall be reduced for approximately 100 feet on each side of valley gutters.
7. A maximum of two valley gutter crossings may be used at intersections and shall not be placed at through streets.
8. Utilization of on-site detention is required and must be approved by the City of Pharr.
9. At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-year channel flow within the building lines.
10. Streets should be graded to avoid sumps and utilize the natural existing flow patterns.
11. The maximum length of gutter flow before run-off is intercepted by an underground storm sewer system is 500 feet from the high point to an inlet measured along the gutter (or a length meeting capacity). Water spread limits must also be achieved, as per Texas Department of Transportation manual.
12. Erosion and sediment control during construction shall be coordinated with the storm drainage design and in accordance with the current Texas pollution discharge elimination system.

13. Discharge and outfall by use of agriculture field drains shall not be permitted.
14. Valley gutters may be allowed if approved by the City of Pharr. Minimum size shall be 6-feet wide.
15. Storm sewer systems shall be constructed within the street right-of-ways only.
16. A maximum 8-inch bleeder line connection will be allowed to any existing city storm sewer system. For connections bigger than this, detailed engineering calculations, indicating minimum downstream and upstream areas are affected, shall be submitted for approval.

II - 7 Fees

A. Off-site Outfall Drainage Costs

In areas where the City or another Developer has installed the Off-site Outfall Drainage Systems and a reimbursement policy and contract has been executed, all proposed developments shall be required to pay their pro-rata share of those costs as per the contract prior to connecting to the existing outfall system.

In areas where the Outfall Drainage System is not installed, the proposed development may:

1. Install the required improvements identified on the latest approved Master Drainage Plan (state/county/city) or as required by the City of Pharr to the furthest upstream end of the development to a point of outfall discharge and submit for a Reimbursement Contract.
2. Install drainage facilities sized as per the drainage policy for the proposed development to the nearest existing outfall that has sufficient capacity. The City may, at its option, oversize the facilities for future growth in accordance with the latest approved Master Drainage Plan (state/county/city) and initiate a Reimbursement Contract.
3. Alternate methods of drainage and conveyance may be submitted to the City for approval. Detain on-site all run-offs in excess of the pre-development run-off (~~109-5year agricultural~~) rate and quantity. All detention areas must provide a method of drainage within a 48-hour period after the storm passes.

B. Detention Costs

The Developer is responsible for all on-site detention costs. Off-site detention proposals shall be subject to a case-by-case review by the City Engineer.

C. Over-sizing On-site Drainage and Detention Facilities

On-site drainage & detention facilities may be oversized at the City's option and at its own cost, provided that the over sizing will not cause additional flooding and/or overload the existing drainage system.

II - 8 Design Parameters

A. Hydrology

The primary consideration in any drainage study must begin with determination of rainfall in terms of intensity, duration, and frequency. The data to be used for calculating the amount of rainfall and the determination of run-off shall be that found in the Hydraulic Manual prepared and compiled by the Texas Department of Transportation Bridge Division – latest Edition.

The Rational Method will be used due to its general simplicity and acceptance. The Rational Method is based on the principal that if rain persists at a uniform rate, the run-off will equal the rate of rainfall. This solution method is applicable to small areas and shall not be applied to areas exceeding 200 acres.

The method is expressed by the formula:

$Q = CiA$

Where:

Q = Discharge in cfs. (cubic feet per second)

C = By land, use determination, Graph No. GR-1 maybe used as allowed by the City.

I = Rainfall intensity is inches per hour at the time of concentration or average run-off velocity in feet per minute of flow divided into the distance in feet along the course. (I is determined from the I-D-F curves of the TXDOT Hydraulic Manual.)

A = Area in acres of drainage basin

$I = \frac{b}{(tc+d)e}$ for Hidalgo County:

	E	B	d
10 yr.	0.778	87	9.2
25 yr.	0.771	98	9.2
50 yr.	0.749	99	9.2
100 yr.	0.740	103	9.6

The Tables II-3 and II-4 show the adopted average velocities to be used to calculate minimum times of concentration, percentage of impervious area, street velocities and capacities to be used in the City of Pharr. Graph No. GR-1 shows the adopted method for Ross miller's Nomograph Estimation of C (run-off coefficient).

**TABLE II - 3: AVERAGE VELOCITIES FOR
TIME OF CONCENTRATION CALCULATIONS**

Areas	Slope in Percent %		
	.1 - .5	.6 - 3	4 - 7
Woodlands	0.10	0.10 - 1.5	1.5 - 2.5
Lawns/Pastures, Residential	0.15	0.20 - 2.5	2.5 - 3.5
Cultivated	0.25	0.30 - 3.0	3.0 - 4.0
Storm Sewer/Outlet Channels	Determine velocity with Manning's Formula		

TABLE II - 4: PERCENTAGE OF IMPERVIOUS AREA

Description	Plot Size (sq. ft.)	**Average Impervious Area %
Residential Estate	>43,560	9
Residential Dwelling	43,560	17
Residential Dwelling	21,780	38
Residential Dwelling	16,000	43
Residential Dwelling	10,000	46
Residential Dwelling R-2	7,500	46
Residential Dwelling R-1	6,000	50
Multiple-family Dwelling	Variable	72
Schools	Variable	35
Churches	Variable	85
Commercial District	Variable	85
Shopping Center District	Variable	85
Industrial District	Variable	72
Freeway	Variable	85
Open Land*	Variable	1

* Open land in rural areas and public parks increased to 1.0 percent to account for roads, drives, and scattered buildings.

Graph No GR-1
Nomograph for Estimating "C"

B. Hydraulics

Storm water is conveyed usually on the upper end of a drainage basin by inlets and storm sewers (closed conduit systems) to channels and through culverts and bridges. All calculations and design procedures for this hydraulic work shall follow the Hydraulic Manual prepared and compiled by the Texas Department of Transportation Bridge Division - latest Edition. Tables II-6, II-7, and II-8 show adopted Manning's Coefficients, minimum pipe slopes, maximum channel velocities and roughness coefficients for channels to be used in Pharr, Texas.

C. Complex and large drainage basins

For drainage areas larger than 200 acres use TR-55, HEC-1, HEC-HMS, or other hydrologic methods as approved by the City Engineer.

TABLE II –6: MANNING’S COEFFICIENT OF ROUGHNESS FOR PIPE		
Material	Value of n	Adopted n Value
Concrete Monolithic Conduit	0.012 - 0.017	0.015
Concrete Pipe	0.011 - 0.015	0.013
25% Paved	0.021 - 0.023	0.022
Fully Paved	0.012 - 0.015	0.013
Plastic Pipe (Smooth)	0.011 - 0.015	0.013

Note: $V = 1.486/n$ $R^{2/3} S^{1/2}$ (Value where $V = 3\text{fps}$)

TABLE II – 7: RECOMMENDED MAXIMUM CHANNEL VELOCITIES	
Channel Material	Maximum Channel Velocity (fps)
Fine Sand	2.0
Coarse Sand	4.0
Fine Gravel	6.0
Earth	
<i>Sandy Silt</i>	2.00
<i>Silt Clay</i>	3.50
<i>Clay</i>	6.00
Grass Lined Earth	
<i>Bermuda Grass – Sandy Silt</i>	6.00
<i>Silt Clay</i>	8.00
Reinforced Concrete Lining	15.0

TABLE II – 8: MANNING’S COEFFICIENT OF ROUGHNESS FOR CHANNELS		
Channel Type	n Values*	
	Minimum	Maximum
Concrete	0.012	0.018
Cement rubble	0.017	0.030
Concrete gutter	0.015	0.020
Rock rip-rap	0.030	0.045
<i>Unlined Channel</i>		
Poor grass growth	0.025	0.035
Average grass growth	0.035	0.045
Dense grass growth	0.040	0.050
Stony beds, weedy bank	0.025	0.040
Rock cuts, smooth & uniform	0.025	0.035
Rock cuts, rugged & irregular	0.035	0.045
<i>Natural Stream Channel</i>		
Some grass & weeds; little or no brush	0.030	0.035
Dense growth of weeds, depth of flow materially greater than weed height	0.035	0.050
Some weeds, light brush on banks	0.035	0.050
Some weeds, heavy brush on banks	0.050	0.070
For trees within channels with branches submerged at high stage, increase all values above by:	0.010	0.020
<i>Pasture, no brush</i>		
Short grass	0.030	0.035
Tall grass	0.035	0.050
<i>Cultivated Areas</i>		
No Crop	0.030	0.040
Mature row crops	0.035	0.045
Mature Field crops	0.040	0.050
Heavy weeds, scattered brush	0.050	0.070
Wooded	0.120	0.160
*Maximum and minimum "n" values adopted from the Texas Department of Transportation		

II - 9 Detention

Continuous development that has occurred throughout the Pharr area has resulted in an increase both in the peak rates and the total volumes of storm water run-off. Therefore, land previously not subject to flooding has become flood-prone as a result of unregulated run-off from the subsequent development. Concurrently, land that was already flood-prone has experienced an increase in the frequency and severity of flooding. The use of detention ponds (basins that temporarily store storm water run-off) to reduce peak rates of run-off is an effort by the City of Pharr and the County to reduce or eliminate these changes, as well as to help maintain the traditional character of the watershed.

The City's adopted methodology for small urban detention ponds centers around the Rational Method, which is essentially a simple equation used to calculate the peak flow rate of storm water run-off for a particular storm and a particular watershed. The equation is expressed as $Q = CiA$. "**Q**" is the peak flow rate. "**C**" is the run-off coefficient representing the ratio of peak flow rainfall intensity. "**i**" is the peak rainfall intensity which has a duration equal to the time required for run-off to collect from all points in the watershed (this time is referred to as the "time of concentration"). "**A**" is the area of the contributing watershed. Since this method yields only one piece of information (the peak flow rate), various modifications have been created in order to generate more information and thus simulate or more closely approximate real-life conditions. Two of these modifications are currently being used and accepted by the City of Pharr and are called the Variable Rainfall Intensity Method (VRIM) and the Modified Rational Method (MRM).

Both the VRIM and MRM are attempts to produce workable models of desired storm water run-off patterns. These patterns, called hydrographs, are graphical representations of the changing flow rate of storm water run-off past a specified point over a prescribed period of time. The VRIM (See Graph No. GR-2, Figure I-iii) more closely resembles actual storm run-off hydrographs in shape and in total volume, due to its curvilinear shape and its run-off distribution with respect to time. Its peak flow rate is the same as that calculated by the basic Rational Method. The VRIM can be used for watersheds up to several hundred acres. However, it involves many more calculations (with corresponding time and effort) than the MRM, if not done with the aid of pre-programmed routines on a computer or programmable calculator. By contrast, the MRM (See Graph No. GR-2, Figure I-iv) is a series of straight-line hydrographs that are crude approximations of run-off hydrographs for storms of various durations.

A. Calculation of Detention Outlet Size

Detention pond discharges into an existing storm sewer line or existing ditch. The outlet size should be calculated to release the pre-developed rate (9.5 agricultural) only.

1. Maximum pool elevation at or below the design hydraulic grade line of the outfall. The discharge line shall be sized for the design storm within the outfall pipe flowing full.
2. Maximum pool elevation at or above the hydraulic grade line at the outfall. Provide a reducer or restrictor to be constructed inside the discharge line. The discharge line shall be sized for the design storm with the outfall pipe flowing full.
3. Reducer or restrictor pipes shall be sized as follows:
 - i. Use the orifice equation to calculate the required orifice size:

$$Q = CA \sqrt{2g} \sqrt{h}$$
$$D = Q^{1/2} / (2.25 h^{1/4})$$

Where: Q = Outflow discharge (pre-developed rate)
C = 0.8 (Coefficient of discharge)
A = Orifice area (SF)
G = Gravity (32.2 ft/sec.²)
H = Head (ft.)
D = Orifice diameter (ft.)

- ii. Restrictor shall be either of the calculated required diameter or of the equivalent cross sectional area. The orifice diameter D shall be a minimum of 0.5 feet.

For each storm duration, the peak flow rate is calculated by the basic Rational Method; except that the intensity used is that for the time of storm duration rather than the time of concentration of the watershed.

The rising limb is a straight line from zero to the peak flow rate extending over a period of the "proposed" or "post-development" time of concentration. A straight line then continues across the graph at the peak flow rate until the storm duration time has been reached. The falling limb is a mirror image of the rising limb. This

type of hydrograph is easy to produce, both mathematically and graphically, and is usually applicable for watersheds up to 25 acres.

The City of Pharr has accepted various methods for determining detention pond storage volumes. All of the methods establish a "lower limit" line to approximate the assumed release rate of water from the pond. This line is applied to the inflow hydrograph for each storm duration. The enclosed area below the inflow hydrograph line and above release rate line constitutes the required storage volume for that particular storm. A range of storm duration that yields the absolute peak for all possible storm durations is used. This peak storage volume is the value that determines the final storage requirement.

The method currently endorsed by the City of Pharr assumes a horizontal release rate line that extends across the entire graph and is equal to the maximum allowable release rate called "Peak Shaving". The outflow structure must take into account the early outflows in the storm and keep them at or below the corresponding values in the "existing" or "pre-development" hydrograph.

Storm water run-off from a particular watershed that does not flow through the detention pond, yet must be addressed in the design is called "by-pass" flows. The maximum allowable release rate must be reduced by the peak flows generated from areas that bypass the pond. The peak flows shall be calculated from the basic Rational Formula, using the time of concentration for the given area and the corresponding rainfall intensity for the specific return period of the storm. When multiple-pond systems are involved, the "Peak Shaving" method is not considered to be applicable for cascaded ponds, where the outflow from one pond flows into another pond. Cascaded ponds will require the application of a dynamic model. Multiple-pond systems that do not have cascaded ponds may be designed by this method, in which each sub-area to a given pond is treated as a separated design.

For detention/retention areas, side slopes shall be designed at a minimum 3:1 (H:V) slope, or as proposed by the project engineer and approved by the City Engineer.

II - 10 Required Submittals

The following submittals shall be required as part of the drainage and engineering report on all improvements:

A. Preliminary Approval Phase

In order to properly review and consider projects and grant preliminary approval, the following items must be addressed and shown on the submittal.

1. A reproduction of that portion of the latest approved City's Master Drainage Plan (state/county/city) showing the relationship of the area to be improved and the proposed improvements to the City's outfall system.
2. Calculations for time of concentration; Q (peak allowable run-off or peak existing run-off prior to development); storage required, and pipe, channel or ditch sizing.
3. A site drainage plan at 1" = 50' showing;
 - a. Lot grading with minimum finished floor elevations
 - b. Street flow with preliminary elevations, grades, and flow
 - c. Proposed drainage improvements
 - d. Proposed method of detention
 - e. Existing and proposed one foot (or 0.50 foot if required) contour intervals to 150 feet outside of the subdivision boundaries, referenced to the latest National Geodetic Vertical Datum and to the City Benchmark Datum.
 - f. Drainage sub-areas
 - g. 100-year flood elevation and direction of overflow.
4. Certified statement by design Engineer stating FEMA's designated flood zone, anticipated high water elevation in a 100-year flood, and statement describing drainage pattern in the subdivision and the adequacy of the proposed plan for drainage. When required, a Conditional Letter of Map Revision (CLOMR) shall be submitted to FEMA, prior to preliminary approval.

Any changes to the plat after approval has been granted shall require re-submittal and COP-P&Z and City Commission approval.

B. Construction Phase

After preliminary approval has been granted by the City of Pharr Planning and Zoning Commission (COP-P&Z) and City Commission, the City will accept construction plans and specification for review. The submittal should include the following;

1. Eight (8) complete sets of plans, profiles, and specifications for all drainage improvements showing:
 - a. Street widths, grades, existing and proposed profiles
 - b. Drainage pipes, ditches, channels with grades and existing and proposed profiles
 - c. Cross-sections
 - d. Complete construction details
 - e. All plans signed and sealed by a Registered Professional Engineer.
 - f. TCEQ rules and regulations, as it relates to storm water management shall be followed. A copy of the Notice of Intent (NOI) shall be submitted prior to approval. The approved copy shall be forwarded as soon as possible.
 - g. An approved CLOMR shall be presented to the City of Pharr prior to Final approval.
2. Cost Estimate for all drainage improvements signed and sealed by a Registered Professional Engineer and approved by the City Engineer.
3. After the City reviews the submittals, a meeting with the project engineer will be conducted to go over any comments. The engineer is responsible for making any adjustments/corrections to the plans and resubmitting for approval.
4. Upon approval of the construction documents, the City will schedule a Pre-Construction Meeting. The pre-construction conference will be held at the City Hall or a designated location with the Developer, the Project Engineer, the Contractor and the City of Pharr (Public Works Department, Utilities Department, Fire Department, Planning Department, and the City Engineer), and all other parties as designated by the City. The eight (8) sets of plans

submitted shall be reviewed and upon approval, signed by the reviewers. The signed plans (8 sets) shall be the "Official Construction Plans" for the project and will be distributed among the attendees (4-COP, 2-City Engineer, 2-project engineer).

5. A Notice to Proceed from the City of Pharr shall be issued, delineating the proposed project and its required conditions.
6. Any changes, revisions and/or deletions from the approved sets of plans including change orders, shall be submitted to the Planning Department (3 copies) for consideration. The Public Works Department shall consider the submittal, and issue the response thru the Planning Department. The City is not obligated to accept any improvements deviating from the approved construction plans or approved changes.

Certified copies of the as-built (copies on Mylar and on AutoCAD 2004 Compact Disk format), shall be furnished to the City upon completion of the improvements and verification by the project engineer (See Section IX).

C. Final Approval Phase

Final approval from the COP-P&Z and City Commission is subject to review and approval by the Public Works Department. The following is required before final approval is granted.

1. Finalized versions of all the required submittals in the Preliminary Approval Phase.
2. Approved construction plans are required for final approval.
3. An approved CLOMR shall be presented to the City prior to final approval.

The City of Pharr, City Commission is ultimately responsible for final subdivision plat approval. A subdivision plat will not be forwarded to the City Commission for consideration until all the requirements have been met.

II - 11 Approved Materials

A. Reinforced Concrete Pipe

Comply with requirements of ASTM C 76, Class III, minimum installed with flexible plastic (Bitumen) at all joints, tongue and groove joints. Gaskets shall comply with AASHTO M-198 75I, Type B, and shall be installed in strict accordance with pipe manufacturer's recommendations.

B. Polyvinyl Chloride (PVC) Pipe

PVC pipe is only permitted when specifically approved by the City Engineer. Pipe and fittings shall comply with ASTM D 3034, rated SDR 26. Pipe shall be continually marked with manufacturer's name, a pipe size, cell classification, SDR rating, and ASTM D 3034 classification. Pipe joints shall be integrally molded bell ends in accordance with ASTM D 3034, Table 2, with factory supplied elastomeric gaskets and lubricant. PVC pipe is not permitted under streets.

C. Manholes

1. Cast-in-place and pre-cast Manholes

- a. Cast-in-place Manholes shall be constructed of 3000 PSI concrete.
- b. In accordance with ASTM C-478.

D. Inlets

1. Type A
2. Type C-C
3. Type C
4. Type F

E. Cast Iron Frames, Covers, and Grates

1. As approved by specifications.

F. Specification for Construction and Utility Castings

- Manhole Frames and Covers/Grates
- Catch Basin Inlets
- Curb and Gutter Inlets
- Ditch and Median Inlets
- Trench Drainage Inlets

1. Applicable Codes

- a. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization or body, it shall be constructed to mean the latest standard, code specification or tentative specifications adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard. Such standards are made a part hereof to the extent, which is indicated or intended.

- b. The following are names and abbreviations of such groups:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AISC	for American Institute of Steel Construction
ANSI	for American National Standards Institute
API	for American Pipe Institute
ASA	for American Standards Association
ASCE	for American Society of Civil Engineers
ASTM	for American Society of Testing Materials
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
Fed. Spec.	for Federal Specification
NCPI	for National Clay Pipe Institute
SDHPT	for State Department of Highways and Public Transportation
UL Inc.	for Underwriter's Laboratories, Inc.
UPPA	for Uni-Bell Plastic Pipe Association

- c. Where no reference is made to a code, standard or specification, the Standard Specification of ASTM, AWWA, or ANSI, as appropriate, shall govern.

- d. If the specifications and drawings show requirements that are in excess of codes and ordinances, then the specifications and drawings shall be followed. Should there be any conflicts between the specifications and drawings, and the codes and ordinances having jurisdiction, the Bidder shall report these in his bid.

2. General:

This specification is applicable for gray and ductile iron castings or frames, gates, rings, and covers that are for use by the City of Pharr, Texas. Castings shall be manufactured by East Jordan Iron Works, or other approved USA manufacturer. All manufacturers shall be approved suppliers to the City of Pharr. The approved manufacturer shall be able to demonstrate that there is an acceptable quality control program at the producing foundry, prior to supplying castings.

3. Materials:

Gray iron castings shall be manufactured from iron conforming to ASTM A48 Class 35B, as noted in section 3.1 of AASHTO M306. Ductile iron castings shall be manufactured from iron conforming to ASTM A536. The iron material used in products provided shall have a minimum recycled material content of 75%. The recycled materials shall consist of post-consumer material.

4. Manufacture:

Castings shall be of uniform quality, free from sand holes, gas holes, shrinkage, cracks and other surface defects. Castings shall be reasonably smooth and well cleaned by shot blasting. For traffic service castings, bearing surfaces between manhole rings and covers or grates and frames shall be ground or machined with such precision to prevent rocking. As-cast dimensions may vary within accepted foundry tolerances as outlined in the Iron Castings Handbook published by the American Foundry men's Society, Inc. nominally, casting dimensional tolerances shall be $\pm 1/16$ " per foot. All published casting weights are average and approximate values and shall vary $\pm 5\%$. Castings shall be furnished painted or unpainted as specified by the purchaser.

5. Workmanship:

Castings shall show careful finished workmanship in all particulars. Castings which have been damaged either during manufacture or shipping may be rejected. Defects which would constitute poor workmanship include pinholes, shrink, crack, dirt, scab and slag.

6. Sampling:

Random checks on the castings may be conducted by the purchaser. These random checks shall be conducted in accordance with the AASHTO M306 Section 6.0 guidelines.

7. Proof Load Testing:

Traffic service castings shall have a first article proof load test conducted and the results of that proof load shall be made available to the purchaser upon request. The proof load shall be conducted in accordance with the method and procedure that is outlined in AASHTO M306 Section 7.0, proof load testing. The casting shall be tested on a suitable and calibrated load testing machine and the casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.

8. Inspection:

Inspections shall be in accordance with 9.1.1 (refer to #7 above-Proof Load Testing) or 9.1.2 of AASHTO M306. Results of these tests shall be furnished to the purchaser upon request. The heat or production date and product numbers, as cast on the casting shall be the basis of trace-ability and recording of the tests.

9. Certification:

A foundry certification shall be furnished to the purchaser stating that samples representing each lot have been tested, inspected, and are in accordance with this specification.

10. Marking:

Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacture

(such as "Made in USA"). "ASTM material designation, recycle symbol, individual part number, cast or heat date. Castings shall also include all lettering as shown on the specification drawings.

11. Records:

Test results for each lot of castings shall be maintained by the foundry for a minimum of seven years and shall be available to the purchaser upon request.

II - 12 Warranty

All materials, products, and workmanship shall be guaranteed for a period of 1-year from the written Date of Acceptance by the City and the date approved As-built drawings are submitted.

II - 13 Standard Details

The following list of Standard Details (see appendix B) show the adopted standards required by the City:

1. Standard Detail DR-1 Pre-Cast Type "A" Inlet
2. Standard Detail DR-2 Cast-in-place Type "A" Inlet
3. Standard Detail DR-3 Type "F" Inlet
4. Standard Detail DR-4 Type "C" Inlet
5. Standard Detail DR-5 Type "C-C" Inlet
6. Standard Detail DR-6 Pre-Cast Storm Concrete Manhole
7. Standard Detail DR-7 Cast-in-place Storm Concrete Manhole
8. Standard Detail DR-8 Trench backfill and Compaction Detail
9. Standard Detail DR-9 Valley Gutter Detail
10. Standard Detail DR-10 Typical Ditch Cross Section
11. Standard Detail DR-11 Cast-in-place Rip Rap
12. Standard Detail DR-12 Safety End Treatment
13. Standard Detail DR-13 Storm Manhole Cover Details
14. Standard Detail DR-14 Trench Bedding Circular Pipe Storm Details
15. Standard Detail DR-15 Residential Pond Details
16. Standard Detail DR-16 Pilot Channel Details

II - 14 Supplemental Requirements

A. Property Owners or Homeowner's Associations

1. When a Subdivision contains either common private property or other private

improvements which are not intended to be dedicated to the City of Pharr for public use, such as private streets, detention ponds, a private recreation facility or open space, or other private amenities, a Homeowner's Association shall be established for the purpose of maintaining the areas. The Homeowner's Association shall be created consistent with State and other appropriate laws. Copies of the Homeowner's Association Agreement must be submitted with the Preliminary Plat Application and reviewed by the City Attorney.

2. In the case of an individual one-lot subdivision, the Property Owner shall dedicate, by plat, a swale/detention pond in the form of a private easement. Single lot subdivisions do not require submission of a Homeowner's Agreement or Conditions, Covenants and Restrictions ("CCRs").
3. For Homeowner's Associations, the Conditions, Covenants and Restrictions (CCRs) and the Homeowner's Association documents, such as the Articles of Incorporation and Homeowners Association by-laws, shall be submitted to the City for review along with the Preliminary Plat Application, and shall be recorded, with the Final Subdivision Plat, in the deed records of Hidalgo County in order to ensure that there is an entity in place for long-term maintenance of these improvements.
4. The City, its agents, and employees, shall have the right of immediate access to the common elements, private property and private improvements, at all times, if necessary, for the preservation of public health, safety and welfare. Should the Property Owners or Homeowner's Association fail to maintain the common elements to City specifications for an unreasonable time, not to exceed 30 days after written request to do so, the City may elect to take any action necessary or required and levy any assessment on the Property Owners or Homeowner's Association to cover the cost of maintenance or repairs.
5. The Property Owners or Homeowner's Association must register a contact person with the Development Services Department. The City shall be notified of any change in said contact person. Such contact person must be authorized to receive and distribute information to the Property Owner or Board of Directors of the Homeowner's Association.
6. If there is any change or dissolution of Homeowner's Association, notice shall be given to the City within ten (10) days of the date of any change or dissolution. The City shall also be provided with an updated CCRs and

B. Drainage Design

1. The difference between the 50-year storm post development runoff and the 10-year pre-development runoff shall be detained on-site. Engineered detention calculations shall be submitted to the City Engineer.
2. On-site detention methods shall include ponds or engineered sub-surface systems. Alternative methods of detention shall be reviewed and approved by the City Engineer.
3. Where the outfall facilities are located more than 300 feet outside the development boundaries, an alternative method of drainage and conveyance may be submitted to the City Engineer for approval. Any on-site retention areas must contain the 50-year storm runoff volume for the development and dissipate it into the subsurface within a 48-hour period. A geotechnical report, in accordance with the requirements of the detention/retention ponds established in the subsequent sections, must be submitted.

C. Detention Design

1. Design Considerations
 - a. On-site detention facilities shall be situated in privately dedicated areas. Existing drainage facilities (i.e. City of Pharr Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take the place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Detention areas may be incorporated into landscape and greenbelt areas if vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so.
 - b. Storm water runoff shall be conveyed to detention areas via storm sewer networks, flumes and curb cuts within dedicated right-of-way or flowage easements.
 - c. Side slopes shall not exceed 3:1 (H:V). In areas with a potential for vehicular or pedestrian activity, detention pond depths exceeding 2.5 feet shall require a safety buffer in the form of benching or fencing around the

perimeter of the pond. The bottom of the basin shall be graded to drain towards the outlet structure. A pilot channel shall be placed along the flow line from inlet to outlet to ensure positive flow. Trash racks shall be incorporated into outlet structure design. A minimum of 10 feet shall be maintained around the perimeter of the pond to allow for routine maintenance and/or repair.

- d. Detention area design shall consider proximity and elevation of adjacent building structures. Bank areas shall be graded to drain away from such structures. A minimum of 1-foot of freeboard above design pool elevation shall be required. The design of detention areas shall incorporate diversion of overflows into street right-of-way or drainage/flowage easements in the event of an extreme event or outlet structure failure.
- e. Detention pond areas shall be vegetated to prevent erosion and deposition of silts. Common Bermuda, Winter Rye or a combination of the grasses may be used. Vegetated areas shall include provisions for irrigation systems.

D. Detention Pond Details

- 1. Refer to details DR-10 thru DR-16A

E. Detention Pond Operation and Maintenance

- 1. Detention ponds shall be maintained by the owner(s) of record for commercial, institutional, and multi-family developments. For single-family residential developments, Property Owners and/or Homeowner's Association shall maintain the detention pond(s).
 - a. The Property Owners or the Homeowner's Association or their designated representative shall be responsible for routinely inspecting ponds to ensure that all components of the pond are maintained and are in good working condition.
 - b. Failure to adequately maintain the detention pond(s) in reasonable order and condition, constitutes a violation of this section. The City is hereby authorized to give notice, by personal service or by United States mail, to the Homeowners Association, Property Owners or occupant, as the case may be, of any violation, directing the Homeowners Association or Property Owners to remedy the same within ten (10) days. The Property Owners or

the Homeowners Association will also be subject to a fine of \$2,000.00 per day if not remedied by the tenth (10th) day. Each day of violation shall constitute a separate offense.

F. Parkland Dedication

1. Land dedicated to the City under this section may be utilized for park and recreation uses, contingent on approval of design requirements.
2. Whenever a plat is filed for approval with the City for the development of residential and/or multi-family, such plat shall meet the requirements in accordance with Chapter 90, Parks and Recreation, City of Pharr's Code of Ordinances.

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

City of McAllen, TX – Standard Design Guide	City of Pharr, TX – Standards Manual	Impact
A. This Drainage Policy shall apply to all drainage improvements within the limits of the City of McAllen (City) and its Extraterritorial Jurisdiction (ETJ). When a conflict in design arises with applicable criteria (Hidalgo County Drainage District No. 1, Texas Department of Transportation, etc.) the more restrictive criteria shall govern.	II-2, A, 1. All storm drainage facilities within the City of Pharr and adjacent areas subject to its Extraterritorial Jurisdiction (ETJ) shall follow these policies, standards of design, and with the latest approved Master Drainage Plan Map (state/county/city) for the planning, design, construction, and operation of storm drainage facilities. II-11, F, A, d. If the specifications and drawings show requirements that are in excess of codes and ordinances, then the specifications and drawings shall be followed. Should there be any conflicts between the specifications and drawings, and the codes and ordinances having jurisdiction, the Bidder shall report these in his bid.	Standardize language
B. All drainage reports and plans shall be prepared by a Licensed Professional Engineer holding a valid license to practice in the State of Texas.	II-10, B, 1, e. All plans signed and sealed by a Registered Professional Engineer. <i>*Various references, showing only one.</i>	Standardize language
C. All proposed development within the City and its ETJ shall require a storm sewer outfall designated in accordance with the Master Drainage Plan.	II-14, B, 3. Where the outfall facilities are located more than 300 feet outside the development boundaries, an alternative method of drainage and conveyance may be submitted to the City Engineer for approval. Any on-site retention areas must contain the 50-year storm runoff volume for the development and dissipate it into the subsurface within a 48-hour period. A geotechnical report, in accordance with the	Remove option for retention

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

	requirements of the detention/retention ponds established in the subsequent sections, must be submitted.	
D. In instances where proposed drainage infrastructure improvements require conveyance to an outfall, the developer shall be responsible for design of the conveyance to accommodate storm water runoff from fully developed conditions within the entire subject drainage basin and all reasonable interconnects. The City may consider a cost share or reimbursement program for costs associated with the construction of the offsite conveyance.	II-4, A, 1. Developers must provide acceptable conveyance for storm waters from the development to the outfall at their expense. All drainage facilities shall be sized to provide capacity for the development. At the City's option, the City may require the drainage facilities from the development to the outfall to be oversized to include other land in the overall drainage basin delineated on the latest approved City's Master Drainage Plan (state/county/city). II-4, A, 2. A ten (10) year Developer's Reimbursement Contract may be entered into with the City for the Costs of over sizing the offsite system for future development. Future development that connects to the system is ultimately responsible for reimbursement. (Also, II-7)	Developer is now required to size drainage facilities to service the entire subject drainage basin.
E. All storm sewer conduit and related appurtenances maintained by the City of McAllen shall be located within City right-of-way and/or dedicated drainage easements.	Not stated	Standardize language
F. All drainage facilities including street gutters, inlets, pipes and related appurtenances to the drainage outfall system shall be designed to intercept and convey runoff from a	See Table II-1: Design Storm Frequencies	Standardize language and add check for a 25-year frequency storm event.

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

10 – year frequency storm event and checked for a 25-year frequency storm event.		
G. The drainage outfall system (channels and ditches) shall be designed to convey and/or detain storm water runoff from a 50-year frequency storm. The developer must comply with regulations to attain approval for connection to a drainage outfall system through a jurisdictional entity.	See Table II-1: Design Storm Frequencies II-2, B. The drainage outfall system shall be designed to carry and/or store the run-off from a 10-year developed storm frequency and will be provided and maintained by the City. The outfall system consists of those systems shown on the latest approved City's Master Drainage Plan (state/county/city). The permanent outfall for any improvements within the county is Hidalgo County Drainage District's facilities.	Standardize language
H. Improvements which will increase the frequency of flooding or the depth of inundation of unprotected structures in the 100-year flood plain or areas of flooding shall not be permitted for construction. The developer must comply with City Ordinance Subpart B "Land Use Regulations and Related Activities" Chapter 118 Floods.	II-2, A, 3. Any property within the 100-year flood plain must provide an amount of floodwater storage capacity after development, which is not less than the pre-existing floodwater storage capacity of said property during the 100-year flood, regardless of whether such pre-existing flood storage capacity is due to natural or artificial causes. The design must mitigate the total volume of fill within the 100-year flood plain.	Standardize language and add reference to Floods Ordinance
I. Off-site discharge for post development conditions shall not exceed the pre-development peak discharge for all storm events up to and including the 10-year storm event.	II-2, A, 2. Peak flows for proposed improvements shall not be increased at any location for any storm frequency higher than the pre-developed 10-year storm.	Standardize language
J. Stormwater runoff generated from developed improvements shall be detained on-site for a 50-year	II-14, B, 1. The difference between the 50-year storm post development runoff and the	Standardize language

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

frequency storm event and released into the receiving system at the pre-developed, peak discharge rate for a 10-year frequency storm event.	10-year pre-development runoff shall be detained on-site. Engineered detention calculations shall be submitted to the City Engineer.	
K. For redevelopments that have no existing detention, the pre-developed peak discharge rate shall include land cover prior to any development on site.	Not addressed	Additional improvements to developed properties will trigger the requirement for detention.
L. For master planned developments, stormwater detention requirements shall be reassessed if land use is changed such that calculations show increase in runoff when compared to original approval.	Not addressed	Already part of workflow.
M. Residential lots shall be graded to provide positive drainage towards the front of the lot at a minimum slope of 1%.	Not addressed	Additional grading work will be required from the Developer
N. In no instance shall site grading on residential or commercial properties adversely affect neighboring properties.	Not addressed	Already part of workflow
O. In the event of a difference in grade between adjacent properties, each property shall be graded to drain away from the deviation. Grade differentials in excess of 1-foot shall require an engineered retaining structure.	Not addressed	Additional work may be required from the Developer
P. Construction activity shall not interfere with the normal operation of existing drainage systems.	Not addressed	Already part of workflow

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

Q. Storm drainage designs shall account for off-site drainage patterns affected by any proposed drainage improvements.	Not addressed	Already part of workflow
R. Variances from procedures described in this policy shall require approval from the City Engineer and/or City Commission, as applicable.	Not addressed	Already part of workflow
S. All formulas and factors appearing in this policy are presented in English units unless noted otherwise.	Not addressed	Already part of workflow



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, on Resolution for designation of the Local Rabies Control Authority for the City of Pharr.

Classification: Regular

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

Issue: Local Rabies Control Authorities are designated to enforce state law and rules of the Texas Board of Health and local ordinances or rules of the county or municipality pertaining to rabies control.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza

Created/Initiated - 10/14/2021

Olga Garza

Approved - 10/14/2021

Annie Reeves

Approved - 10/15/2021

Karla Saavedra

Approved - 10/15/2021

Patricia Rigney

Approved - 10/15/2021

City Management Office

Final Approval - 10/15/2021

RESOLUTION NO. R-2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PHARR,
TEXAS, DESIGNATING THE LOCAL RABIES CONTROL AUTHORITY
OF THE ANIMAL CONTROL AND SHELTER DEPARTMENT FOR THE
PURPOSE OF THE RABIES CONTROL ACT OF 1981.**

WHEREAS, the City Council shall designate an Officer to act as the Local Rabies Control Authority in accordance to Section 826.017 of the Texas Health and Safety Code for purposes of enforcing the Rabies Control Act; and

WHEREAS, the City Council of the City of Pharr deems it necessary to designate Daniel Castro, who is the Animal Control Division Supervisor of the City of Pharr, Texas.

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

Section 1. The City Council of the City of P h a r r hereby designates Daniel Castro as the Local Rabies Control Authority pursuant to said Act, and any new amendments adopted thereunder.

Section 2. A copy of Appointment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this _____ day of _____ 2021, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, **MAYOR**

ATTEST:

Imelda Barrera, Asst. City Clerk



TEXAS
Health and Human
Services

Exhibit "A" to Resolution No. R-2021
Texas Department of State Health Services

The City Council of the City of Pharr, Texas
(governing body) (city or county)
designates Daniel Castro of Animal Control and Shelter Division as the
person's name (print) (i.e., animal control, police, or sheriff's dept., etc)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became ~~effective~~ October 18, 2021
(date)

Authorizing person's name: Ambrosio Hernandez
(print)

Authorizing person's signature: _____
Circle One: Mayor (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: Daniel Castro

Mailing Address: City of Pharr
118 S. Cage Blvd., P.O. Box 1729
Pharr, Texas 78577

Telephone: 956-402-4000

Email Address: daniel.castro@pharr-tx.gov

Job Description for a Local Rabies Control Authority

Purpose:	To define the duties and responsibilities of the designated Local Rabies Control Authority under the Rabies Control Act.
References:	Health and Safety Code, Chapter 826, Rabies. Rabies Control and Eradication Rules 169.21-169.34.
Designation:	Local Rabies Control Authorities (LRCA) must be designated by the commissioner's court of each county or the governing body of a municipality. The LRCA may be the local health authority, animal control officer, peace officer or some other appropriate entity.
Responsibilities:	To enforce the state law and rules of the Texas Board of Health and local ordinances or rules of the county or municipality pertaining to rabies control.
Duties:	a. Investigate every animal bite to a human. In the investigation ascertain who, what, when, where, why and how. Also check the status of the animal's rabies vaccination. b. Ensure domestic dogs, cats and ferrets that bite someone are observed for ten (10) days or are humanely destroyed without damage to the brain and submitted for rabies testing. c. Contract or establish where the animals under jurisdiction will be quarantined: 1. Department of State Health Services-approved facility 2. Veterinary clinic 3. Home quarantine per board rules d. Upon quarantine or destruction of an animal for rabies testing, notify the bite victim, the victim's doctor, and the owner of the animal. e. Ensure the bite victim, the victim's doctor, and the animal's owner are notified upon release from quarantine or a negative result from rabies testing. f. Upon receiving a positive rabies result, notify the bite victim, the victim's doctor, the animal's owner, the person removing the head, the animal control officer who quarantined the animal and anyone else who handled the animal. g. Observe animals in quarantine for signs of sickness or rabies (required for home quarantine or delegated to quarantine facility and/or veterinarian). h. Ensure that the dogs and cats are current on their rabies vaccination before releasing from quarantine. i. Ensure high-risk animals (coyotes, skunks, bats, foxes and raccoons) are humanely destroyed and the heads sent in for rabies testing. j. Have low-risk animals (opossums, shrews, moles, squirrels, gophers, mice, rabbits, rats, and armadillos) humanely destroyed and sent in for rabies testing <u>only if you believe that the animal was rabid.</u> k. Suitably confine for thirty (30) days any animal not classified as a domestic dog, cat or domestic ferret; high-risk; or low-risk OR humanely destroy the animal and send in its brain for testing. l. Ensure that the head of any animal which is destroyed for rabies testing is properly removed by a qualified person, packed, and shipped in accordance with DSHS guidelines (except bats which can be submitted whole).

LOCAL RABIES CONTROL AUTHORITY

The _____ of _____
(governing body) (city or county)

designates _____ as the Local Rabies Control
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective _____
(date)

AUTHORIZING PERSON'S NAME (print): _____

AUTHORIZING PERSON'S TITLE (Mayor/County Judge): _____

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: _____

AGENCY: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

JOB TITLE: _____

TELEPHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

A copy of this form can be sent to:
Texas DSHS - Region 11 Zoonosis Control
601 W. Sesame Drive
Harlingen, TX 78550
Fax: (956) 444-3216
E-Mail: HSR11.Zoo@dshs.tx.state.us



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on sponsorship for Catholic Charities 11th Annual Gala event to be held on Thursday, October 28, 2021.

Classification: Regular

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

Issue: Consideration and action, if any, on sponsorship for Catholic Charities 11th Annual Gala event to be held on Thursday, October 28, 2021.

Fiscal Consideration: To be determined at City Commission Meeting.

Staff Recommendation: Approval of sponsorship.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

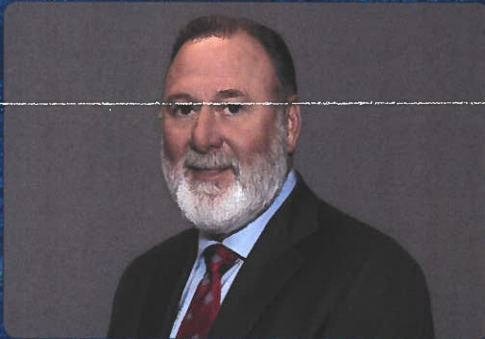
Created/Initiated - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



FUTURE OF HOPE

CATHOLIC CHARITIES GALA 2021

HONORING



HOPE AWARD

Mike Hernandez



CARIÑO AWARD

Dr. Dynio Honrubia & NICU Team

SAVE THE DATE

Thursday, October 28, 2021 • 6:30PM

Embassy Suites, McAllen Convention Center
800 Convention Center Blvd, McAllen



June 2021

Dear Friends,

the year 2020 was one full of challenges; the COVID-19 pandemic caused many hardships in our local community. The pandemic has helped us realized how fragile and interconnected we are as human beings. In the midst of so much suffering, we have come together to overcome these challenging times as we always have.

Catholic Charities of the Rio Grande Valley's mission is to provide hope in times of crisis. It is with great hope and joy we invite you to our **11th Annual Gala, "The Future is Hope."** Please join us in an evening where we will share stories of hope and joy, stories that will motivate us to persevere during these difficult times. The gala will take place on **Thursday, October 28, 2021**, at the Embassy Suites McAllen Convention Center located at 800 Convention Center Blvd, McAllen, TX 78501, for those who would like to join in person.

This year Catholic Charities of the Rio Grande Valley will be honoring the extraordinary leadership of Mike Hernandez, owner and CEO of D&M Leasing, with the Hope Award. In addition to the Hope Award, Dr. Dynio Honrubia, and the NICU team at DHR, will be receiving the Cariño Award for their generous heart and care for those most vulnerable.

We sincerely appreciate your thoughtful consideration of our sponsorship request. Funds secured through our gala this year will be used to aid families who have been affected by COVID-19.

We hope you will join us for a night of unity, joy, and hope!

Gratefully yours in Christ,


Sister Norma Pimentel


Myrta Tijerina Turgeon
COMMITTEE CO-CHAIR


Benigno "Trey" Martinez
COMMITTEE CO-CHAIR



CATHOLIC CHARITIES
GALA 2021

2021 GALA COMMITTEE

SISTER NORMA PIMENTEL, M.J.
Executive Director,
Catholic Charities of the Rio Grande Valley

MYRTA TIJERINA TURGEON
Pharr Economic Development Corporation
Co-Chair

BENIGNO "TREY" MARTINEZ
MBMT Law Firm
Co-Chair

DORA BROWN

MARISSA CASTAÑEDA
Senior Executive Vice President at
DHR Health

CASSIE CONTRERAS
North Park Lexus Rio Grande Valley

BRONSON DEL RIO
DECIBEL Communications/SOCIALIFE

HERMI FORSHAGE
Frontera Materials, Inc.

DR. JULIETA GARCIA
UTRGV

LORENA SAENZ GONZALEZ

CHRISTIANA "QUI QUI" TIJERINA

CHRISTINE TROIANI



FUTURE OF HOPE

CATHOLIC CHARITIES GALA 2021

SPONSORSHIP LEVELS

SIGNATURE \$20,000

2 tables of 8 reserved seats in prime seating area
Full-page advertisement in gala program
Recognition banner on stage
Promotional event commercial
Rotating logo on screens and pre-event presentation

Media Advertising & PSA mentions
Logo in all printed publicity materials
Check presentation photoshoot for newspaper
Publicity photo on Facebook

LOTUS \$10,000

1 table of 12 reserved seats in prime seating area
Full-page advertisement in gala program
Introduction as Lotus sponsor at gala
Rotating logo on screens and pre-event presentation

Media advertising & PSA mentions
Logo in all printed publicity materials
Check presentation photoshoot for newspaper
Publicity photo on Facebook

ROSE \$5,000

1 table of 8 reserved seats in prime seating area
Half-page advertisement in gala program
Introduction as Rose Sponsor at gala
Rotating log on screens pre-event presentation

Media advertising & PSA mentions
Logo in all printed publicity materials
Publicity photo on Facebook

ORCHID \$2,500

1 table of 8 reserved seats
Mentions on screens and pre-event presentation
Media advertising & PSA mentions

Name in printed materials on listed name on program
Publicity photo on Facebook

INDIVIDUAL TICKET \$150

COMMITMENT FORM

Please email this commitment form to mnunez@cdob.org, by no later than September 16, 2021, along with your ad depending on your sponsorship level, in order to be listed in the Gala Program Book. You may also mail this form along with your check.

ATTN: Michelle Nuñez (956) 702-4088 ext 123 / mnunez@cdob.org, made payable to:
Catholic Charities of the Rio Grande Valley 700 N. Virgen de San Juan blvd. San Juan, TX 78589

Company Name:

Address:

Contact: Title:

Phone: eMail:

Signature:

..... Lotus Sponsor \$10,000

..... Rose Sponsor \$5,000

..... Orchid Sponsor \$2,500

..... Individual Open Seating Ticket \$150

I will not be attending, but I would like to make a donation of \$:

Signature:

PAYMENT METHOD: Check Enclosed: Invoice Requested: Please charge my credit Card:

Please Circle One:     # EXP: CVV:

CC Signature:

Please Pick-Up: Will Deliver On: Value:

LIVE AUCTION COMMITMENT

Company Name:

Address:

Contact: Title:

Phone: eMail:

Signature:

Item(s) description:

Please Pick-Up: Will Deliver On: Value:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Omar Anzaldúa, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldúa

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

Classification: Regular

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

Issue: Staff is requesting to add Jeffrey D. Blume, Limited to the Architect Rotation List. This firm is a Landscape Architectural Firm specializing in Golf Courses.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends amending the Professional Architect Rotation List for Architectural Projects.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldúa

Created/Initiated - 10/14/2021

Omar Anzaldúa

Approved - 10/14/2021

Sergio Alanis

Approved - 10/15/2021

Ignacio Amezcua

Approved - 10/15/2021

Patricia Rigney

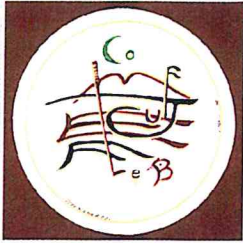
Approved - 10/15/2021

Karla Saavedra

Approved - 10/15/2021

City Management Office

Final Approval - 10/15/2021



Jeffrey D. Blume, Limited

GOLF COURSE ARCHITECTS

JEFFREY D. BLUME, ASGCA

Education:

1985 - 1989 Texas A&M University
College Station, Texas

Spring 1988 Italart Study Abroad Program
Florence, Italy

Degree: Bachelor of Landscape Architecture

Business Experience:

1997 - Present Managing General Partner, Senior Architect
Jeffrey D. Blume, Limited
Magnolia, Texas

1992 - 1997 Golf Course Architect, von Hagge, Inc.
Spring, Texas

1989 - 1992 Golf Course Architect, GolfScapes, Inc.
Arlington, Texas

Biography:

Jeffrey D. Blume was born on September 3, 1967 in Orange, Texas. The son of Maj. General (Ret.) Jay D. Blume, Jr. and Patricia Blume, the majority of his childhood was spent moving from one Air Force base to another as the family followed his father's career. His grandfather, Jay D. Blume, Sr. and his father were responsible for Mr. Blume's early interest in the game of golf. From learning the game at Woodlawn Golf Course at Ramstein AFB, Germany through his high school playing career in Northern Virginia, Mr. Blume developed a strong appreciation for golf and knew he wanted to make a career within the industry.

Upon graduation from Mt. Vernon High School in Alexandria, Virginia, Mr. Blume attended Texas A&M University and obtained a Bachelors of Landscape Architecture degree in May of 1989. While at A&M, Mr.

28250 FM 2978
Suite 323
Magnolia, Texas 77354-5112

(281) 923-3730

Blume studied abroad near Florence, Italy and worked with the firm of Robert von Hagge on his senior design project. In June of 1989, Mr. Blume took a job with Jeff Brauer's firm, GolfScapes, Inc. in Arlington, Texas. During his 2 ½ year tenure at GolfScapes, Mr. Blume gained valuable experience as a project manager responsible for projects in Austin and Fredericksburg, Texas.

In February of 1992, Mr. Blume resigned his position at GolfScapes to take a similar position with von Hagge Design Associates in Spring, Texas. While at von Hagge, Mr. Blume was the project architect for commissions in Mexico, Japan and the United States. Some of his more notable projects during this time include Playacar Club de Golf in Playa Del Carmen, Mexico; Bay Colony and Pelican Marsh Golf Clubs in Naples, Florida; and Malibu International Golf Club in Kobe, Japan.

In August of 1997, Mr. Blume resigned his position with von Hagge, and formed his own design firm. To date, some of the firm's more notable projects have included Grand Pines Golf Club in Montgomery, Texas (Ranked the Best New Course in 2007 and the #2 Private Course in Houston by *Avid Golfer* magazine); Quail Valley Golf Course (El Dorado Course) in Missouri City, Texas (Ranked the #2 Affordable Public Course in Houston by *Avid Golfer* magazine, and recipient of the *Houston Business Journal's* 2010 Community Impact Award); Elkins Lake (Hills & Lakes Courses) in Huntsville, Texas (recognized as the renovation of the year in 2006 by the Texas Turfgrass Association); Boiling Springs Golf Club in Woodward, Oklahoma (recognized as a Best New Course in 2013 by *Golf Digest* magazine); and the Campus Course at Texas A&M University in College Stations, Texas (recognized as a Best New Course in 2014 by *Golf Digest* magazine).

During his career, Mr. Blume has been active in several affiliated golf organizations including the Houston Golf Association, South Texas Golf Course Superintendents Association and the USGA. With the USGA, Mr. Blume has served on the Construction Education Committee, Greens Section, Putting Green Guidelines Committee, and is currently serving as an ASGCA representative on the Pace of Play Committee. In 2006, Mr. Blume was elected into the American Society of Golf Course Architects. In 2013 he was appointed to the ASGCA's Board of Governors, and in the spring of 2015 was elected onto the ASGCA's Executive Committee serving as the organization's President in 2018-2019. Mr. Blume has also served as the General Chairman for the Shell Houston Open PGA Tour event in 2009 and 2010.

Mr. Blume is married to his wife, Judlyn, and they have three children, Haleigh, Olivia and Keaton.

His expertise includes all aspects of golf course design ranging from conceptual planning, construction documentation and specifications, cost estimating, bid document preparation, and construction observation. In addition, he is well versed in land planning skills for a variety of multi-use master planned communities.

Projects currently under design by Jeffrey D. Blume, Limited

Olmos Basin Golf Course (renovation)
San Antonio, Texas

Woodforest Golf Club (renovation)
Montgomery, Texas

Mallard Golf Club (new course)
Lake Charles, Louisiana

Liberty Municipal Golf Course (renovation)
Liberty, Texas

Brackenridge Park Golf Course (renovation)
San Antonio, Texas

The Falls Golf Club (renovation)
New Ulm, Texas

Projects completed by Jeffrey D. Blume, Limited

Lakeside Country Club (renovation)
Houston, Texas

Sugar Creek Country Club (renovation)
Sugar Land, Texas

Pearland Golf Club (renovation)
Pearland, Texas

San Pedro Golf Course (renovation)
San Antonio, Texas

La Paloma Golf Club (new course)
Amarillo, Texas

Riverside Country Club (planning)
Lake Jackson, Texas

Sweetwater Country Club (renovation)
Sugar Land, Texas

Elkins Lake (planning, renovation & new course)
Huntsville, Texas

Lake Charles Country Club (renovation)
Lake Charles, Louisiana

The Farm D'Allie Golf Club (new course)
Lafayette, Louisiana

Baton Rouge Country Club (renovation)
Baton Rouge, Louisiana

Hide-A-Way Lake Club (planning & renovation)
Hideaway, Texas

Stephen F. Austin Golf Course (planning)
San Felipe, Texas

South Shore Harbour (renovation)
League City, Texas

Grand Pines Golf Club (new course)
Montgomery, Texas

Grand Lake Estates (new course)
Montgomery, Texas

Sunset Golf Course at Ft. Bliss (renovation)
El Paso, Texas

Golfcrest Country Club (renovation)
Pearland, Texas

River Bend Country Club (renovation)
Sugar Land, Texas

Quail Creek Golf Club (feasibility study)
San Marcos, Texas

Hogan Park Golf Course (renovation)
Midland, Texas

Sterling Country Club (new course & renovation)
Houston, Texas

Wendeng Golf Club (new course)
Shandong Province, Peoples Republic of China

Ranchland Hills Golf Club (renovation)
Midland, Texas

Boiling Springs Golf Club (renovation)
Woodward, Oklahoma

Tascosa Golf Club (renovation)
Amarillo, Texas

TAMU Short Game Area at Traditions Club
Bryan, Texas

Old Hickory Country Club (w/ Jerry Lemons)
Old Hickory, Tennessee

Bentwood Country Club (renovation)
San Angelo, Texas

La Torretta Lake Resort (renovation)
Conroe, Texas

Quail Valley Golf Club (planning & renovation)
Missouri City, Texas

Conroe Country Club (renovation)
Conroe, Texas

Pine Forest Country Club (planning & renovation)
Houston, Texas

Rockwall Golf & Athletic Club (renovation)
Rockwall, Texas

Lady Bird Johnson Golf Course (renovation)
Fredericksburg, Texas

The Woodlands Tournament Course (renovation)
The Woodlands, Texas

The Campus Course at Texas A&M (renovation)
College Station, Texas

Woodforest Golf Club (renovation)
Montgomery, Texas

University of Houston Short Game Area
Humble, Texas (The Golf Club of Houston)

Country Club of Missouri (w/ Jerry Lemons)
Columbia, Missouri

Projects completed by Jeffrey D. Blume when affiliated with von Hagge, Inc.

Arima Royal Golf Club (1996)

Hyogo Prefecture, Japan

Bay Colony Golf Club (1996)

Naples, Florida

Northgate Country Club (1995 & 1997)

Houston, Texas

Playacar Club de Golf (1993)

Playa del Carmen, Mexico

Pelican Marsh Golf Club (1996)

Naples, Florida

Malibu, International (1996)

Hyogo Prefecture, Japan

Isla Navidad (1994)

Manzanillo, Mexico

Minobu Golf Club (1995)

Yamanashi Prefecture, Japan

Tres Vidas (1994)

Acapulco, Mexico

Bajamar Golf Club (1995)

Ensenada, Mexico

Projects completed by Jeffrey D. Blume when affiliated with GolfScapes, Inc.

Springhouse Golf Club at Opryland (1989)

Nashville, Tennessee

Bluebonnet Hill Golf Course (1990)

Austin, Texas

Lady Bird Johnson Golf Course (1991)

Fredericksburg, Texas

Lost Creek Country Club (1991)

Austin, Texas

Grapevine Municipal Golf Course (1991)

Grapevine, Texas

The Links at Sierra Blanca (1991)

Ruidoso, New Mexico

Publications:

GP GOLF PEOPLE MAGAZINE (PEOPLES REPUBLIC OF CHINA)

- *The Design Criteria of Starting Holes* – December 2012
- *The Design Criteria of Home Holes* – November 2012
- *Peaks and Valleys In a Golf Course Design* – October 2012

AVID GOLFER

- *A Golden (Age) Trip* – November 2012
- *How Long Will It Take* – October 2012
- *The Safety Zone* – September 2012
- *Seeking Comfort* – August 2012
- *Scratching the Surface* – July 2012
- *Where Are We Headed?* – June 2012
- *Inside the Mind of an Architect* – May 2012
- *The Icing on the Cake* – April 2012
- *Navigating Club Politics* – March 2012
- *The Skeleton of a Golf Course* – February 2012
- *A Necessary Evil?* – January 2012
- *A Changing Market* – December 2011
- *The Many Hats of a Golf Course Architect* – October 2011
- *A Minimalist Way of Thinking* – September 2011
- *High Five* – August 2011
- *Four Play* – July 2011
- *Creating the Short Hole* – June 2011
- *The Thrill of Victory and the Agony of Defeat* – May 2011
- *The Start of Something Good* – April 2011
- *Lasting Impressions* – March 2011
- *Golf for the Masses* – February 2011
- *Creating the Two Stroke Penalty* – January 2011
- *Is Brown Beautiful?* – December 2010
- *Seeing the Forest for the Trees* – November 2010
- *Triple Plays* – October 2010
- *Managing Peaks and Valleys* – September 2010
- *Designing to your Target Market* – August 2010
- *Why do Putts Actually Break Toward the Water?* – July 2010
- *Creating a Balance* – June 2010
- *Sculpting a Masterpiece* – May 2010
- *The Teeing Ground* – April 2010
- *Workin' the Dance Floor* – March 2010

- *The Logic of Course Bunkering* – February 2010
- *Designer Genes* – January 2010

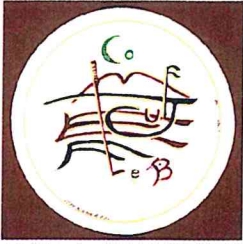
Golf Seminar (Korea & Japan)

- *Golf for the Masses? The Move Toward Municipal Golf* – November 2009
- *Creating the Two Stroke Penalty* – October 2009
- *Is Brown Beautiful?* – September 2009
- *Seeing the Forest for the Trees (The Art of Golf Course Clearing)* – August 2009
- *Three Approaches to Golf Course Renovation* – July 2009
- *Peaks and Valleys in a Golf Course Design* – June 2009
- *Designing to your Target Market* – April 2009
- *All Putts Break Toward the Water* – March 2009
- *Creating Balance in a Golf Course Design* – February 2009
- *Architect or Sculptor* – December 2008
- *The Teeing Ground – Prologue of a Golf Hole* – November 2008
- *The Contouring of the Putting Surface* – October 2008
- *The Skeleton of the Golf Course* – September 2008
- *The Logic of Course Bunkering* – August 2008
- *The Pedigree of a Golf Course Architect* – July 2008
- *Design Philosophy* – May 2008

Awards & Honors:

- Member – American Society of Golf Course Architects (Executive Committee (President 2018-2019), Board of Governors 2013 to present)
- Member – Houston Golf Association 1997 – 2016 (Shell Houston Open General Chairman 2009 & 2010, Vice Chairman - Tournament Operations 2008, Marshals Chairman 2005 – 2007, Marshals Co-Chairman 1998 – 2004, Tour Championship Marshals Co-Chairman 1999, 2001, 2003)
- ***Golf Digest 2013 Best New Courses – Boiling Springs Golf Club, Woodward, Oklahoma***
- ***Golf Digest 2014 Best New Courses – The Campus Course at Texas A&M, College Station, Texas***
- 2010 “Terry Russ” Shell Houston Open Service Award
- Houston Business Journal – 2010 Community Impact Award Winner – Quail Valley Golf Course
- USGA Construction Education Committee – (1998 – 2004)
- USGA Putting Green Guidelines Revision Committee – (2003)

- USGA Green Section Committee – (2002 – 2003)
- USGA Pace of Play Committee – (2013 – present)
- American Society of Landscape Architects - Merit Award for Bay Colony/Pelican Marsh Texas Chapter, 1994
- American Society of Landscape Architects - Honor Award, Texas A&M University, 1989



Jeffrey D. Blume, Limited

GOLF COURSE ARCHITECTS

Jeffrey D. Blume, Limited Scope of Services

Jeffrey D. Blume, Limited is a golf course architectural and land planning firm dedicated to designing the highest quality golf courses for our clients. With over twenty years of experience, we have been responsible for the design and construction observation of all types of golf courses including municipal, daily fee, resort, residential/country club communities, and private clubs. In addition, we have worked within the entire spectrum of budgetary constraints. A detailed description of the services we provide is listed below:

- **Preliminary Master Planning:**

Preliminary master planning includes the cataloging of data from the project site and client. This site analysis and inventory organizes and prioritizes the projects attributes and liabilities, and forms the basis from which the design can be created. Following the site analysis, preliminary site layouts and golf course routings are completed.

If the project scope incorporates several different land uses, an overall land plan will be prepared. Should the client elect to do so, this can include conceptual street and homesite layouts. In addition, preliminary cost analysis will be done to help determine the project budget.

The preliminary master planning is completed when the client has decided upon a concept with which they wish to proceed.

- **Final Master Planning:**

Once the preliminary master planning is completed, the design concept will be refined into its final form. The final master plan will be the document which governs all subsequent phases of design and development for the project. The plan is presented in an illustrative format suitable for use as a marketing tool. In

28250 FM 2978
Suite 323
Magnolia, Texas 77354-5112

(281) 923-3730

E-mail: jeff@jeffreyclume.com
Web Address: www.jeffreyclume.com

addition, non-rendered copies are supplied to the necessary consultants and permitting agencies.

- **Construction Documentation and Bidding:**

Construction documentation includes the preparation of all plans and specifications necessary to bid and construct the golf course. The standard construction plans package includes:

- (1) Staking Plans
- (2) Clearing Plans
- (3) Grading Plans
- (4) Drainage Concepts
- (5) Grassing Plans
- (6) Landscape Massing Plans
- (7) General Plans (cart path location, bridges, rest station locations, etc.)
- (8) Construction Specifications

During the preparation of the construction documents, revised cost estimates will be created to ensure that the design adheres to the projected budget.

Once the construction documents are completed, bid documents are prepared and sent to qualified golf course contractors. Upon receipt of the bids, we assist in the bid analysis and selection of the contractor. Should the client elect to negotiate with a contractor, we will assist in the negotiations.

- **Construction Observation:**

Once a contractor has been selected and construction commences, we will make periodic site visits to observe the progress of the work and ensure that the design is being properly translated. During this process, field modifications are made to the design to accommodate any advantages or minimize any disadvantages which may occur. In addition, the final marking of the golf course features (fairways, bunkers, etc.) is completed in preparation for the project opening.

- **Marketing:**

Jeffrey D. Blume, Limited assists in the promotion of the project through consulting with the marketing agency of the client. In addition, we conduct a number of walking tours of the golf course during construction to stimulate interest in the local community. Invitations to these tours are sent to the local golf media, prospective members or users, prospective property purchasers (if the project includes residential real estate), and influential members of the community.

We also attend the ground breaking and grand opening ceremonies, and, at the discretion of the client, can make special visits to promote the project.

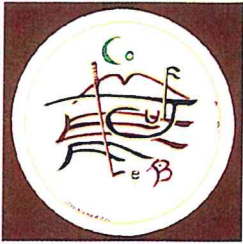
- **Project Funding:**

In recent years, we have developed a number of financial contacts who, depending on the market and project, can assist with project funding. In this regard, we act to introduce the funding source, and offer this to our clients as only an option for their project funding. Our sources operate in an independent capacity, and fund based solely on a project's viability. Consequently, we accept no fee for this service, and therefore, do not guarantee results from these sources.

- **Additional Services:**

In addition to our core services, we can provide assistance with a projects permitting. In most cases this involves working with a local engineer, as well as a number of state and federal agencies, in order to advance a project through design to construction.

We serve on the greens committee for a period of three years following the opening of the golf course. This is done in order that we may provide opinions in the golf course's maturation, landscaping, membership marketing, sales, publicity and promotion.



Jeffrey D. Blume, Limited

GOLF COURSE ARCHITECTS

Jeffrey D. Blume, Limited Design Philosophy

Golf Course Architecture in its simplest form is a delicate balance between engineering and artistry. Every great course in the world today has achieved its status by providing the player with a varied tactical challenge, in combination with surrounding him or her with unsurpassed natural beauty.

During the profession of Golf Course Architecture's infancy, the charge of the architect was to create challenging and beautiful courses on the property of their choosing. Most commissions included site selection provided by the architect, and the constraints on the design were primarily due to budget and the limits of the construction capabilities of the time. Simply put, golf courses were designed and built for the golfer.

By contrast, the golf courses of today are built for a variety of reasons including marketing real estate, leveraging property values, land fill reclamation, and defining resort facilities. Until the recent development trend of daily fee public golf facilities, few courses were being built simply for golf. In addition to the extended role of the golf course, the constraints on design have increased significantly. Rarely does the architect of today choose the site on which he will have to work. More often than not, the site selection has already been determined prior to the architects involvement. Governmental regulation has also increased with regard to environmental issues (wetlands, wildlife habitat, erosion control, etc.), land use requirements, and resource conservation. All of these constraints and requirements might seem to limit the quality and creativity of contemporary golf course designs, and may indeed be confining to some modern day architects.

28250 FM 2978
Suite 323
Magnolia, Texas 77354-5112

(281) 923-3730

E-mail: jeff@jeffreyclume.com
Web Address: www.jeffreyclume.com

At Jeffrey D. Blume, Limited, we strive to create world class golf courses regardless of the constraints placed on a project. In most instances, what might seem to be a detriment to design can be turned into an advantage. Often times, environmental constraints and requirements can be used to create variety, which is the cornerstone of any great golf course.

Variety, as it relates to golf course design, can come in many forms. Our philosophy is that visual, topographical, directional and tactical variety are the framework on which every design should be based. If variety can be achieved in all four of these conditions, the golf course design will be a success.

Visual variety in a golf course constitutes the creation of eighteen uniquely different images, which are molded together to form one well balanced composition. We achieve visual diversity through the enhancement of the natural setting, and the manipulation of the various golf course elements. These elements include earthforms, sand and grass bunkers, water features, walls, and landscape features and textures.

Additional variety can be achieved by shaping the earthforms to harness the ethereal quality of light, as it pertains to the casting of shadows. The most dramatic time to be on a golf course is the early morning or the late afternoon. This is because the low rising and setting sun generates the longest and deepest shadows, giving the golf course its greatest visual contrast and mysterious quality. We endeavor to create and arrange the earthforms to take the maximum advantage of these qualities of light, and extend their influence into the late morning and early afternoon.

Topographical variety in a golf course constitutes using a sites natural contouring to create a balance of level, up hill, and down hill examinations to test all players abilities. When a site has little natural topography, earthmoving must be done to achieve the necessary variety. Depending on a sites location, what qualifies as an uphill or down hill examination is highly variable. For example, a site which possesses significant natural topography may allow for elevation deviations of more than fifty feet. By contrast, on a relatively flat site, changes in elevation of ten feet may seem significant. Regardless of a

sites location, we feel it is imperative to incorporate topographical variety on a hole by hole basis to avoid the monotony of several contiguous holes with similar contouring.

Directional variety in a golf course constitutes creating a well balanced rotation of holes which turn left, right, and are straight. In addition, compass directions are considered as they relate to sun angles. Since all par three holes are straight, the turn of a golf hole only applies to par fours and fives. The ideal rotation of an eighteen hole golf course is to have six straight holes, six holes which turn to the left, and six holes which turn to the right. Obviously, the topographic relief is the overriding factor with regard to the directional layout of a golf course, however, we strive to manipulate the routing to best accommodate the greatest directional variety possible.

Tactical variety in a golf course is achieved when a diverse shot value examination is incorporated into the design. Shot values are determined by turn, trajectory and distance. Turn relates to a players ability to work a shot from right to left, or left to right. Trajectory relates to a players ability to hit a high or low shot. Both of these factors are influenced significantly by distance. The longer the shot required, the more difficult the tactical examination will be.

We endeavor to create the maximum amount of tactical diversity in each golf course design. This is accomplished by requiring each player to use every club in their bag with a balanced variety of turn and trajectory. Each round of golf must contain peaks and valleys of difficulty, which culminate in the finishing sequences of both nine holes.

The placement of hazards on a golf hole relates directly to the tactical examination that is required of the player. Bunkers, earthforms, and water features are not intended to be penal, but are signals to the golfer explaining the proper method of playing the hole. They only become hazards when the proper shot is not executed. In this regard, hazards are placed to challenge the lower handicap players, as opposed to penalizing players of lesser ability.

As previously mentioned, the creation of a world class golf course is an even balance between the tactical examination of the player, and the beauty of the setting. The aesthetics take on a more significant role when the golf course is justified by the surrounding real estate. We believe that a golf course which is part of a real estate venture serves a three fold purpose. The first is as a marketing tool to leverage the surrounding property values. The second is as a major amenity for the community, and the third is as a buffer and green space between real estate parcels. In master planning a golf course/residential community, we strive to separate and envelop as many of the real estate parcels with golf as is possible. This affords the developer the luxury of being able to change product types from parcel to parcel without adversely affecting the neighboring development. In addition, it creates a significant amount of amenity frontage, which in turn enhances the properties marketability and value.

Finally, we strive to achieve the best possible results for our clients within their desired budgets. At Jeffrey D. Blume, Limited, we realize that the most important aspect of any golf course development project is its economic success. With this in mind, we endeavor to produce the highest quality product possible, while advising our clients of the areas where they will receive the greatest value for their expenditure.



OFFICE OF MAYOR
JAMES A. THOMPSON

December 22, 2009

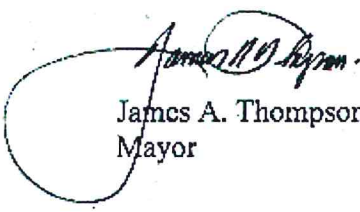
To Whom It May Concern:

Jeff Blume, LTD. recently conducted the design and construction management services for a regional detention facility that was constructed as part of a public/private partnership between the City and the Riverbend Country Club. This project included a number of critical components as they related to the golf course needs, as identified by Riverbend, and the detention needs that had been identified by the City. Mr. Blume coordinated a number of the meetings between the groups in order to make sure that all of the details were being addressed and that expectations were being maintained. His professional approach to the design of the detention facility and his knowledge of golf course design and construction were a definite asset for both parties.

The result of this work was a very successful public/private partnership between the City of Sugar Land and Riverbend Country Club. The project was a definite success and one that both parties learned from and can carry into the future as an example of how to do things right.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely,



James A. Thompson
Mayor



Mayor Allen Owen

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

January 19, 2009

Mr. Jeff Blume
Jeffrey D. Blume, Ltd.
28250 FM 2978, Suite 323
Magnolia, Texas 73354-5112

Dear Jeff:

When Missouri City decided to redesign and renovate the Quail Valley Golf Courses, we turned to you as our first choice due to your previous work in 2000 when you developed a master plan for the redesign of the Quail Valley Golf Courses. With the tight schedule that the City established, this move proved to be one that worked exceptionally well for the design and renovation of the 18-hole El Dorado Golf Course as well as the irrigation for both courses – El Dorado and La Quinta.

Throughout the design and construction phase, you were always available to advise staff members when questions arose and were always able to come up with solutions that met the needs of residents, golfers, and staff without compromising the aesthetics of the golf course. Your hands-on approach and flexibility were evident and welcomed by everyone that was involved in the completion of the project. Building a public golf course takes additional efforts to ensure the public's money was utilized in an efficient and effective manner. Missouri City can confidently say that you were a good steward of the City's money.

The City chose the right person for a project that needed to satisfy the needs of a diverse group of individuals under an aggressive time frame. The El Dorado course will be one of the best public courses in the greater Houston market. The USGA raters that were assigned the El Dorado course stated it was the best municipal course they had ever rated. The renovation of the golf course has enhanced the value of the homes in the area and made the residents proud to be in close proximity of such a beautiful golf course. Thank you for a job well done.

In appreciation,

Allen Owen
Mayor

Frank Simpson
City Manager

Scott R. Elmer, P.E.
Director of Public Works/
City Engineer

CITY OF MISSOURI CITY



GOLFCREST COUNTRY CLUB

2509 Country Club Drive
Pearland, Texas 77581
281-485-4323

August 29, 2007

Jeff Blume
C/O: Jeffrey D. Blume, Limited
28250 FM 2978, Suite 323
Magnolia, Texas 77354

Dear Mr. Blume:

On behalf of the Golfcrest Country Club Board of Directors, its members and staff, I would like to hereby express our collective absolute approval with the golf course renovation project which you engineered from inception to bid process to construction to completion. In fact, "absolute satisfaction" does not begin to express the true magnitude of our satisfaction. The Board is unanimous and the membership is overwhelmingly agreed that our wildest expectations have been exceeded; even to the extent that the end result is proving to be a unifying occasion amongst the membership.

Your professionalism in guiding the club through the various decision making processes and helping us enjoy such an exemplary working relationship with our contractor is evidenced by the completion of the project very close to on schedule despite the enormous weather issues, and remarkably within budget given the financial magnitude of the project. It's impossible to imagine a better architect, and through you a better contractor, to have taken a bare concept, applied your unparalleled vision and guided all the various contributing parties to such a startling effect. We could not be happier or more impressed.

By unanimous agreement of the Board, as a token of our gratitude, we are proud to hereby bestow Honorary Membership status to you for as long as you care to avail yourself of its benefits. You have full golf privileges to enjoy the course that you have impacted so completely. The purpose of an Honorary Membership is to associate the club with celebrities and the movers and shakers of society with the selfish expectation that the club's reputation is enhanced through association. We feel very strongly that you accomplish that for us as no other can. In fact, you are the only Honorary member of Golfcrest at this time.

Most sincerely,

Ronald M. Juren, President
Golfcrest Country Club Board of Directors



1235 Beaux Basin Road
Carencro, LA 70520

September 8, 2005

To Whom It May Concern:

Re: Jeffrey D. Blume, Ltd

Mr. Jeff Blume was interviewed along with two others to plan the building of a 18 Hole Championship Golf Course in Carencro, Louisiana, a small community adjacent to Lafayette, LA.

Once Mr. Blume was contracted, he immediately went to work producing plans and specifications. From commencement of construction, the course was completed in two years. Some 600,000 cubic yards of earth was moved to create a beautiful competitive, flexible layout for various levels of play. The course has been very well received in our community.

This letter is in support of Mr. Blume's application for membership in A.S.G.C.A.

Working with Mr. Blume was a pleasant experience. His knowledge of design created a layout on an irregular tract of land. He responded to our requests and suggestions, and implemented these ideas, if appropriate.

His contract required a set number of trips to the site, which he exceeded, without any additional charge and without a word of complain about spending more time and planning than the agreement set forth.

I would not hesitate to recommend Mr. Blume to do a complete work up for a new course or the rework of older courses. He did an excellent job for us and it was a pleasure to work with him and to know him as a very competent course designer and as a friend.

Yours truly,


Dwight S. "Bo" Ramsay

P. O. Box 52027
LAFAYETTE, LA 70505

Office 337-237-1750 Fax 337-232-8818

**CONROE COUNTRY CLUB
P.O. BOX 217
CONROE, TEXAS 77305**

Jeffrey D. Blume, Limited
Golf Course Architects

Mr Jeffrey D. Blume
28250 FM 2978, Suite 323
Magnolia, Texas 77354-5112

On behalf of the Board of Directors of the Conroe Country Club and its members, I want to congratulate you along with Richard Luikens and Mid America Golf and Landscape for working together to produce a spectacular golf course renovation project. Your professionalism led not only to the renovations being completed on schedule, but more importantly within the contract price. Because of your wonderful vision and design, our members will now be playing on greens, tees, bunkers, and surrounds built to USGA recommendations. Jeff, I want to personally thank you for your steadfast conviction to make our course THE best nine hole course in the country. Working with you was my sincere pleasure.

Sincerely,



Bob Brannon
President
Conroe Country Club



Country Club

4300 South Shore Boulevard, League City, Texas 77573 (281) 334-0521

sshcc.com

March 16, 2007

Jeffrey D. Blume & Company
28250 FM 2978
Suite 323
Magnolia, Texas 77354-5112

Dear Mr. Blume:

The purpose of this letter is to personally thank you for the outstanding job you have accomplished here at the South Shore Harbour Country Club for the past years. We would not have been able to accomplish the fine results in our several course renovations without your devotion and on-site hands-on approach.

Your knowledge and expertise in this field has definitely made the difference in all of our renovation projects. Through out these projects you took the task of communicating with the contractors and demonstrated outstanding people skills necessary to finish our projects on a timely fashion as scheduled. Needless to say we are very pleased with all of your designs.

We found all your estimates to be very accurate which were essential in our budget planning.

Our course superintendent "Michael Wood" and I will gladly recommend you to any potential clients.

Sincerely,

Shawn Saadat
General Manager

Michael wood
Superintendent
C.G.C.S.

BOARD OF GOVERNORS

Chairman
George Phelps
Michael McCroskey

Mary Brook
Michael Collins
Dan Dorman

Marge Jacobson
Sharleen Perry
David Shea

Jay Williams
Barry Wolfe
Wana York

August 31, 2005

Mr. Jeff Blume
Jeffrey D. Blume, Limited
28250 FM 2978, Suite 323
Magnolia, Texas 77354

Dear Jeff:

I am writing you to express my appreciation for the work you did on our West and Center courses here at Hide-A-Way Lake. I know that our members are eagerly awaiting the opening of the Center course next month, and I am sure that they will enjoy playing it as much as they do the West course.

The opening of the Center course will complete our two year renovation process, and I know that it would not have been a success without your hard work and dedication. Your design of the renovations has greatly enhanced the course's playability and the updating of the infrastructure has shown a marked improvement in the playing conditions. Further, your creativity in the design of all the greens complexes has aesthetically improved the course, not just for the golfers, but also for the surrounding homeowners.

Not only did you provide us with a great design, you were instrumental in helping the club complete the project on time and within our desired budget. From the master planning process through detailed design and construction, you always listened to the concerns of the membership and made every effort to satisfy their desires.

I have enjoyed our association throughout this project, and thank you again for your efforts in making our renovation process at Hide-A-Way a success.

Kindest Regards,



George Reid, President
Hide-A-Way Lake Club
(2003-2004)



August 25, 2005

Re: Jeffrey D. Blume

Dear A.S.G.C.A.,

Our company has been developing Master Planned Country Club Communities for over forty years.

Bentwater is our present development, which includes a Country Club, Health & Fitness Club and a Yacht Club along with over 3500 homesites.

The Country Club presently has two 18-hole golf courses. The first 18 holes was designed by Jay Morrish/Tom Weiskopf Associates, the second 18 was designed by Scott Miller Design Inc. Both courses have been rated well with our members as well as with many golf professionals and golf magazines.

Our third 18 holes was designed by Jeffrey D. Blume and has just been completed. It is my opinion along with some golf professionals that this 18 competes with our first two 18 hole golf courses and possibly even better. Jeffrey has done an outstanding design job and in addition spent many days supervising the construction.

In my 40 plus years involved in golf course design and construction, I have not seen anyone with the commitment Jeffrey had in the designing phase and construction phase that he had.

Kindest regards,

J. B. Belin, Jr.
President



282 Elkins Lake • Huntsville, Texas 77340-7399 • Telephone A.C. (936) 295-8181 • FAX (936) 295-6975

August 1, 2005

Letter of Recommendation on Jeffrey D. Blume & Company

From 1998 through 2002 Jeff Blume, Golf Course Architect, designed, contracted and oversaw the construction of our new 9 hole course called the Ravines which opened for play in the Spring of 2003. The course has received rave reviews from all who have played it.

From 2001 through 2002 Mr. Blume developed a Master Plan for renovation of our other two nines, which are called the Lakes and the Hills. In the plan he also included a future addition of another new 9 holes, which is expected to take place in 2112-2114.

Renovation of the Lakes Course began in February of 2004 and was completed in August. We reopened the Lakes at the end of the year to rave reviews of the new design. In early 2005 through the end of spring 2005 the Hills renovation took place and is scheduled to open in August 2005. Although as of the date of this letter, the course has not opened, the comments from all have been abundant and extremely complimentary.

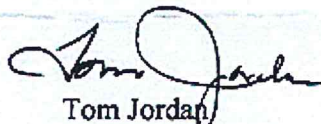
In our dealing with architects and contractors, we can say without any hesitation that Mr. Blume is by far the most pleasant we have worked with. He was very active role in securing the best quality contractors for the job and worked many hours to ensure that we received the best price possible. During the projects at Elkins, anytime we have had a question or needed his presence, he has been here. His normal routine of on-site visits has been far better than what was expected and his attention to detail and his determination to please and keep the owners' best interest in mind has been outstanding.

After the completion of the Hills renovation, Mr. Blume was asked to re-design our driving range to make use of the soil that was recently dredged from our main lake and to design it in a way that would rectify all of our drainage problems that have existed for many years. The design was drawn up and Mr. Blume actively went after the best contractors in the area to ensure we got the best product at the best price possible. As this letter is being written, one can see nothing but beauty in the job so far and we can say without any doubt that the completed project will rival the best and feel all previous problems will be resolved.

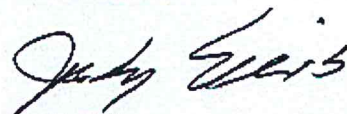
In performing his duties for Elkins Lake, Mr. Blume often had to interact with the resident "experts" whose homes border the courses and did so with remarkable patience and congeniality, taking the time to explain every detail questioned by any curious resident or by the Board of Directors. He has a great attitude and is a class act in every respect and is definitely someone that we consider it an honor to recommend for any golf course project no matter how big or small. He is a very talented golf course architect, an honest and reliable businessman, and a pleasure to know.



Charles J. Taylor, CCM
General Manager



Tom Jordan
Vice President



Judy Ellis
President



LAKE CHARLES
COUNTRY CLUB

August 13, 2003

Jeff Blume

Dear Jeff:

It is with great please that I write this letter congratulating you on thanking for a job well done here at the Lake Charles Country Club.

Our regrassing project along with the new greens for hole #8, putting green and short game area has been a huge success. You've displayed an uncanny ability to understand the wants and needs of our membership and used your vast experience and knowledge to maximize our budget dollars in completing what I consider an incredible project. Not once did I ever have any problems communicating with you any ideas or thoughts provided by our vast variety of personalities here at our club. Our membership has enjoyed your site visits almost as much as I have.

It's exciting to know that we have been able to utilize you and your abilities before you have become "too big" for our size operation. You are a star golf course architect and we are proud to have your name associated with our club.

I am certain our golfers are going to love our "new" course. I am also confident that hole #8 will soon become the hole to play in southwest Louisiana if not in the entire south. It is spectacular! I hope you are please with it as much as us.

I look forward to our future together. Knowing you will be a part of the Lake Charles Country Club's long term planning makes my job a lot easier. Thanks again and congratulations.

Sincerely,

Dave Kaspar
General Manager/Project Manager

DK/ns

A membership club established in 1919

3350 COUNTRY CLUB DRIVE • LAKE CHARLES, LOUISIANA 70605 • PHONE (337) 477-5511 • FAX (337) 477-0109



282 Elkins Lake • Huntsville, Texas 77340-7399 • Telephone A.C. (936) 295-8181 • FAX (936) 295-6975

September 25, 2002

Mr. Jeff Blume
28250 FM 2978, Suite 323
Magnolia, TX 77354-5112

Dear Jeff:

I am pleased to send you this letter of recommendation in hopes that it will help you achieve even greater success in your business.

I was a Board member of Elkins Lake Recreation Corporation throughout the golf course project, and President from 1999 through 2001. I was involved in every phase of the project; selection of the architect, internal approval, design approval, contractor selection and construction. There was considerable internal resistance to building an additional nine holes to our existing eighteen holes. The project had an additional requirement - silt retention ponds needed to be included to help reduce silting of Elkins Lake.

The property was made for a golf course. Jeff laid out eighteen holes on about 160 acres, but was asked only to design nine holes. We are very pleased with the design. You must see the course to appreciate its beauty and character. Jeff did an excellent job in presenting his design to the Board and members, which helped sell the project.

Jeff estimated the construction schedule and cost. We found the estimates to be very close to actual when all additions and subtractions were considered.

Elkins Lake had no experience in executing a golf course project. Jeff picked the contractors for the bidding process and guided us through the process. We were able to choose a very good contractor at a reasonable construction cost. Jeff and the contractor worked very closely together to see the project through. Jeff was dedicated to protect and promote the interest of Elkins Lake.

We were so pleased with Jeff's efforts that we also asked him to prepare a master plan for the renovation of our existing eighteen holes.

We are obviously very pleased with our working relationship with Jeff. Should you want to discuss any of our experiences in more detail, please feel free to call me at (936) 295-4746 or call Don Craven, General Manager at (936) 295-8181.

Very truly yours,

Charles F. Feldman
President 1999-2001
Elkins Lake Recreation Corporation

DON MILLER

116 Hideaway Lane Central
Hideaway, Texas 75771
Phone 903 882-1258
Cell 903 530-6655

September 21, 2002

Jeffrey D. Blume & Company
28250 FM 2978
Suite 323
Magnolia, TX 77354-5112

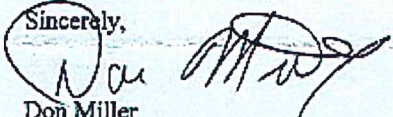
Dear Jeff,

I want to take this opportunity to formally thank you for the outstanding job you have done in preparing a Master Plan for the Renovation of our 27-hole golf course in our Community. Your ability to understand the wants and wishes of our community and to integrate them into a workable Master Plan is testimony to both your creative and your professional talent. Our job now is to obtain the necessary approvals and funding to implement that portion of the Master Plan appropriate for our golf course.

However what I consider your strongest asset is your ability to communicate details of the Master Plan to our committee members and the general membership. I'm sure that many Architects have the technical knowledge to create a Master Plan. However I've also found that few have the complete package of creative ability, experience, and people skills necessary to create a successful project. You have that unique ability to handle our member's questions, give them logical answers without offending them, and at the same time defend your design. Our committee considered this to be one of our key concerns in the success of our project. We have not been disappointed.

Jeff, feel free to use this as a recommendation of your abilities as you see fit. I would be happy to discuss your work here at Hideaway with anyone who is considering using your firm. We have been very pleased with your work and are sure that others who are considering golf course renovation would also.

Sincerely,



Don Miller
Chairman Long Term Golf Course Committee
Hide-A-Way Lake Club
Hideaway, Texas



4302 Fairway Drive
Amarillo, TX 79124
806.376.6633
Fax 806.376.6644

November 15, 1998

Jeffrey D. Blume
17707 Seven Pines Dr..
Spring, TX 77379

Dear Jeff:

When I first evaluated the La Paloma Golf Club project, there were many obstacles to overcome. You were instrumental in helping to negotiate these obstacles. At every turn you listened to my concerns and offered sound advice. When I look back at this project, it is apparent that the best decision I made was hiring you to design the golf course.

Your communication skills were outstanding. You were always prompt and did exactly what you said you would do. Most importantly, you delivered an outstanding golf course and lot layout in less than one year and within the budget we gave you.

I will gladly recommend you to any potential clients. I look forward to working with you in the future and to tracking what will be an outstanding career. Again, thank you for giving the La Paloma Golf Club an opportunity for greatness.

With highest regards,

John W. Dunn, Jr.
President, La Paloma Golf
Club and Development Company



CITY OF FREDERICKSBURG

(210) 997-7521

126 W. MAIN ST.
P.O. BOX 111
FREDERICKSBURG, TEXAS 78624

October 27, 1997

Mr. Jeffrey Blume
17707 Seven Pines Drive
Spring, Texas 77379

Dear Jeff:

Thank you very much for the work that you did for us here at Lady Bird Johnson Municipal Golf Course. Your knowledge and expertise certainly made a difference in our expansion project from nine holes to a beautiful eighteen hole championship golf course.

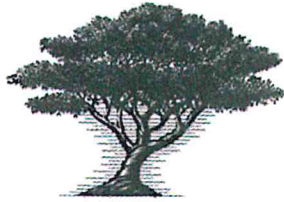
Not a single day goes by without many golfers commenting on what a great layout we have. The blend of the new nine holes with old nine holes is such that it is very difficult to tell which ones were added, which is exactly what we hoped for.

From the early stages of design, to actual construction, to the grow-in of grasses, you were always there to make sure it was being done right. I really appreciate all of your hard work and dedication. Thanks again for a job well done.

Sincerely yours,

Jimmy Alexander
Director of Parks and Recreation

JA/kh



WCI COMMUNITIES

24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134
(941) 947-2600

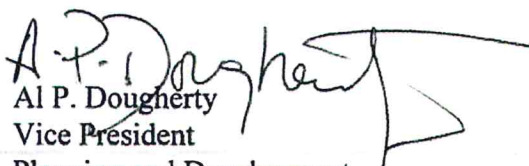
November 3, 1997

TO WHOM IT MAY CONCERN:

I have had the pleasure of working with Jeff Blume during the planning and construction of 36 championship holes at Pelican Marsh/Bay Colony. Jeff took a lead role in the design and field implementation during an aggressive six-month construction schedule. Without his on-site hands-on approach and devotion it would not have been possible to meet the time frame necessary for us to host the 1997 L.G. Senior Championship, which was very important to the continued growth and success of our community. He also demonstrated the ability to work with the budget without compromising the design intent of the course.

It is my opinion Jeff would be an asset to any golf course design and construction team, and his services should be strongly considered.

Sincerely,


Al P. Dougherty
Vice President
Planning and Development



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: October 15, 2021

MEETING DATE: October 18, 2021

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: Administration

DIRECTOR: Melanie Cano

Agenda Item: Discussion with the Board of Commissioners on the City of Pharr's Strategic Plan.

Classification: Closed Session

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

Issue: This is an update provided by TMAC and the Office of Organizational and Strategic Excellence on the City's Strategic Plan.

Fiscal Consideration: N/A

Staff Recommendation: No action needed.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Strategic Plan is not finalized, this is an update for the Board of Commissioners.

ROUTING:

Melanie Cano
City Management Office

Created/Initiated - 10/15/2021
Final Approval - 10/15/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 5, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase a 2021 Bearcat Armored Vehicle from LENCO out of Pittsfield, MA, for the Pharr Police Department in the amount of \$259,995.00.

Classification: Public Hearing

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

Issue: Requisition submitted by the Pharr Police Department to purchase a 2021 Bearcat. This vehicle will be assigned to the Special Response Team and it will be designated for special operations and investigations in the City of Pharr.

Fiscal Consideration: Item is a budgeted purchase

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request

Exclude Material from Public Packet? Yes

Reason: The vehicle specs are law enforcement sensitive. Due to sensitive information that could jeopardize the safety and security of the vehicle and users, the information will be excluded from the public packet.

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/5/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 8, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing the City Manager to purchase a Laser Scanner Crime Scene / Crash Scene Reconstruction Equipment and Software from FARO Technologies, Inc. out of Lake Mary, FL in the amount of not to exceed \$76,000 for the Pharr Police Department.

Classification: Regular

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

Issue: The Pharr Police Department seeks approval to purchase the FARO Focus Laser Scanners to conduct Crime Scene/Crash Scene Investigations. The current equipment is 15 years old and needs replacement. If approved, this purchased equipment will be assigned to the Pharr Police Department ID Section. (PROJECT# 2122-21-512-P004-001)

Fiscal Consideration: This item will be purchased with Seized Assets

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request, and continue using old equipment and technology

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
Ignacio Amezcua
City Management Office

Created/Initiated - 10/8/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

**FARO Technologies, Inc.**

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

July 21, 2021

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus3D, Focus^S and Focus^M Laser Scanners, FARO ScanPlan, FARO Freestyle 2, FARO Focus Thermal Covers, SCENETM software, FARO ZoneTM 3D and FARO ZoneTM 2D software. FARO is also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida, its European regional headquarters in Stuttgart, Germany, and its Asia/Pacific regional headquarters in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, Japan, and Australia.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

FARO is the sole developer and supplier of FARO ZoneTM Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. The development of FARO ZoneTM Software is the result of the combination of features from CAD Zone and ARAS Reality, predecessor software acquired by FARO through acquisitions. These software offerings have now been replaced with our current software platform FARO ZoneTM.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

Jim Schwartz | Senior Solutions Director | Public Safety Analytics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746
Office: 414.614.6421 | jim.schwartz@faro.com

Additional Information

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

Juan F. Gonzalez

From: Juan A. Saenz
Sent: Wednesday, October 6, 2021 4:46 PM
To: Juan F. Gonzalez
Subject: Fwd: W-9 Form
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png; Sole Source July 21 2021.pdf; W9 2021 Lake Mary address.pdf

Sent from my iPhone

Begin forwarded message:

From: Richard Britt <Richard.Britt@faro.com>
Date: October 6, 2021 at 4:05:10 PM CDT
To: "Juan A. Saenz" <juan.saenz@pd.pharr-tx.gov>
Subject: RE: W-9 Form

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

Juan,

Here is our sole source letter. Our legal cant sign the affadavit because we do have distributors that sell our scanners for us. They are more expensive, as no one is allowed to sell them for less than us, but they can technically sell them. There are none in TX though. I am the only person in TX who can sell into public safety.

Richard K. Britt,CCSA | Account Manager
FARO | 250 Technology Park | Lake Mary, FL 32746
Office: +1 407.333.9911 | Cell: 407.408.6728
NASDAQ: FARO | richard.britt@faro.com | www.faro.com
FARO Public Safety: <http://www.publicsafety.faro.com>

From: Juan A. Saenz <juan.saenz@pd.pharr-tx.gov>
Sent: Wednesday, October 6, 2021 3:31 PM
To: Richard Britt <Richard.Britt@faro.com>
Subject: Fwd: W-9 Form

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

If you have clicked a link in this message with unexpected results, call IT immediately

Sent from my iPhone

Begin forwarded message:

From: "Juan F. Gonzalez" <juan.gonzalez@pd.pharr-tx.gov>
Date: October 6, 2021 at 3:19:31 PM CDT
To: "Juan A. Saenz" <juan.saenz@pd.pharr-tx.gov>
Subject: W-9 Form

Good pm Detective Saenz,

Also going to need a w-9 form from them since this is our first purchase with company. Please submit this along with affidavit. Any questions let me know, thanks...

JG...

CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FARO Technologies, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 Technology Park

6 City, state, and ZIP code
Lake Mary, FL 32746

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

59 - 3157093

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► **Evelyn De Jesus**

Date ► **1/7/2021**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Juan F. Gonzalez

From: Juan A. Saenz
Sent: Thursday, October 7, 2021 12:56 PM
To: Juan F. Gonzalez
Subject: Fwd: W-9 Form

Sent from my iPhone

Begin forwarded message:

From: Richard Britt <Richard.Britt@faro.com>
Date: October 7, 2021 at 12:09:20 PM CDT
To: "Juan A. Saenz" <juan.saenz@pd.pharr-tx.gov>
Subject: RE: W-9 Form

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

Juan,

Was told to ask you for clarification on the sole source.... They said we can comply with the sole source as a sole manufacturer of our equipment. They were confused since we have distributors, but again, they cant sell into public safety and cant sell in Texas, so actually, buying off this quote is only option, therefore truly a sole source.

Richard K. Britt,CCSA | Account Manager
FARO | 250 Technology Park | Lake Mary, FL 32746
Office: +1 407.333.9911 | Cell: 407.408.6728
NASDAQ: FARO | richard.britt@faro.com | www.faro.com
FARO Public Safety: <http://www.publicsafety.faro.com>



PUBLIC SAFETY - FORENSICS
Preserve. Prepare. Protect.

From: Juan A. Saenz <juan.saenz@pd.pharr-tx.gov>
Sent: Wednesday, October 6, 2021 3:31 PM
To: Richard Britt <Richard.Britt@faro.com>
Subject: Fwd: W-9 Form

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

If you have clicked a link in this message with unexpected results, call IT immediately

Sent from my iPhone

Begin forwarded message:

From: "Juan F. Gonzalez" <juan.gonzalez@pd.pharr-tx.gov>
Date: October 6, 2021 at 3:19:31 PM CDT
To: "Juan A. Saenz" <juan.saenz@pd.pharr-tx.gov>
Subject: W-9 Form

Good pm Detective Saenz,

Also going to need a w-9 form from them since this is our first purchase with company. Please submit this along with affidavit. Any questions let me know, thanks...

JG...

CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No:
Fax No:
Email:

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20368654
Quote Date: 10/13/2020
Expiration Date: 02/11/2021
Regional Manager: Paul Gregory
Account Manager: Richard Britt
Sales Support: Rico Holder
Ship: Standard/Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW Origin
Delivery Date: 4-6 Weeks

Bill To :
Pharr Police Department
PO Box 1729
Pharr TX 78577-1632
US

Ship To :
Pharr Police Department
Juan Saenz
1900 S Cage Blvd
Pharr TX 78577-6751
US

Pricing and Terms & Conditions of this quote are solely per GSA MAS Contract GS-07F-197GA and apply to all items on the quote, whether GSA or Open Market. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to <https://www.gsa.gov/buying-selling/purchasing-programs/overview/eligibility-to-use-gsa-sources>. For complete FARO GSA information please reference the GSA eLibrary <https://www.gsaelibrary.gsa.gov/ElibMain/searchResults.do> and enter "FARO Technologies" into the search field.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-150	3D_HW_LS_FocusS 150	39,716.66	0.00	39,716.66
		Laser Scanner Focus S 150 ships with: 1x Focus S 150, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.			

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day ** Open Market Item ** Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	9,130.00	0.00	9,130.00
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner V8.	451.36	0.00	451.36
					
1	ACCSS0285	3D_AC_LS_Traceable3D Premium Kit Traceable3D Premium Medium Kit. Registration spheres for increased accuracy demands, including: 5x Traceable3D Premium M Sphere references Å# 139mm, 5x mini tripods with washer, 5x magnet extenders, 12x flat targets, 10x precision washers and 1x light weight transport case.	1,396.40	0.00	1,396.40
					
1	ACCSS0299	80Mm Koppa Target Set A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.	772.25	0.00	772.25

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod	803.99	0.00	803.99
		Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.			
1	SOFTS0900	SCENE	3,693.50	0.00	3,693.50
		SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.			
1	SMA0900-3Y	SCENE MAINT - 3Y EXT	1,939.44	0.00	1,939.44
		SCENE. Extends maintenance contract of new license by 3 years.			
1	SOFTL0002	Single User Hard Lock ** Open Market Item **	200.00	0.00	200.00
		Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, FARO Zone, As-Built, and RevEng Software products.			
1	SOFT51002	FARO Zone 3D Advanced	4,832.98	2,899.79	1,933.19
		Customer Loyalty Pricing Applied Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.			

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y ** Open Market Item ** FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.	2,550.00	245.94	2,304.06
1	TR-FZ3-COR	FZ Core ** Open Market Item ** Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users.	0.00	0.00	0.00
1	SOFTL0002	Single User Hard Lock ** Open Market Item ** Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, FARO Zone, As-Built, and RevEng Software products.	200.00	0.00	200.00
1	CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 ** Open Market Item ** Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty.	15,700.00	6,470.00	9,230.00
1	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	3,878.88	0.00	3,878.88

Order Total:	85,265.46
Discount Amount:	-9,615.73
Freight, packaging and handling Total:	0.00
Total in USD:	75,649.73

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing,
and the option to create an electronic delivery order are available through GSA
Advantage!®, a menu-driven database system. The INTERNET address for GSA
Advantage!® is: GSAAdvantage.gov.

MAS: MULTIPLE AWARD SCHEDULE

SPECIAL ITEM NUMBER
NEW - INTRODUCTION OF NEW SUPPLIES AND SERVICES
OLM - ORDER-LEVEL MATERIALS (OLM)
325412 - CRIMINAL INVESTIGATIVE EQUIPMENT AND SUPPLIES
FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
325412/STLOC	Criminal Investigative Equipment and Supplies	Page 4 and 5
NEW/STLOC	Introduction of New Supplies and Services	Page 6
OLM/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
325412/STLOC	SMA51000	59.84
NEW/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: \$250,000

3. Minimum Order: \$500

4. Geographic Coverage: Domestic Delivery Only

5. Points of Production: U.S.A., Germany, Italy, Sweden

6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items: Germany, Italy, Sweden

11a. Time of Delivery: 30 - 45 Days ARO

11b. Expedited Delivery: Contact Contractor

11c. Overnight and Two-Day Delivery: Contact Contractor

11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.

12. F.O.B. Point: Origin - Prepaid by Seller

13a. Ordering Address:

FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368

15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.

16. Export Packing Charges (if applicable): N/A

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A

20a. Terms and Conditions for Any Other Services: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) Number: 617308929

26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 8, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing the City Manager to purchase 18 Axon TASER X2 devices from Axon Enterprise, Inc. out of Scottsdale, AZ through TX SMART Buy Contract No. 680-A1 in the amount of \$27,229.89 for the Pharr Police Department - Patrol Operations.

Classification: Regular

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

Issue: The Pharr Police Department increased personnel by 12 Sworn Positions in the FY 21-22 Budget. The Pharr Police Department needs to purchase additional TASERs X2 to meet the demands of the additional hires.
(PROJECT# 2122-01-512-P005-001)

Fiscal Consideration: This item is budgeted

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this purchase

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
Ignacio Amezcua
City Management Office

Created/Initiated - 10/8/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-342615-44474.757DT

Issued: 10/05/2021

Quote Expiration:

EST Contract Start Date: 11/15/2021

Account Number: 151756

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO		BILL TO	
Delivery-1900 S Cage Blvd	Pharr Police Dept. - TX	1900 S Cage Blvd	1900 US 280
Pharr, TX 78577-6751	PHARR, TX 78577		
USA	USA		
	Email:		

SALES REPRESENTATIVE		PRIMARY CONTACT	
Danny Thielen		Phone: (956) 402-4711	
Phone: (480) 434-8810		Email: william.edmundson@pd.pharr-tx.gov	
Email: dthielen@axon.com		Fax: (956) 781-9163	
Fax:			

Program Length	12 Months
TOTAL COST	\$27,229.89
ESTIMATED TOTAL W/ TAX	\$27,229.89

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
	AMOUNT DUE

BILLED ON FULFILLMENT	
PLAN NAME	INVOICE DATE
None	As Fulfilled
	AMOUNT DUE
	\$27,229.89

Quote Details

Bundle Summary		
Item	Description	QTY
DynamicBundle	Dynamic Bundle	1

Bundle: Dynamic Bundle Quantity: 1 Start: 11/15/2021 End: 11/14/2022 Total: 27229.89 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	22003	YELLOW X2 CEW, HANDLE	18	\$1,332.38	\$1,332.38	\$23,982.84
Other	22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	12	\$85.43	\$85.43	\$1,025.16
Other	22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	3	\$85.43	\$85.43	\$256.29
Other	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	18	\$109.20	\$109.20	\$1,965.60

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
					Total:	0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract TX Smart Buy Contract No. 680-A1 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/5/2021



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

10/11/2021

To: *Pharr Police Department*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.

- TASER CAM HD replacement battery Model: 26764
- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763

7. Power Modules (Battery Packs) for TASER 7 Energy Weapons:

- Tactical battery pack Model 22018
- Compact battery pack Model 22019
- Non-Rechargeable battery pack Model 22020
- Disconnect battery pack Model 20027

8. Battery Packs for X26P and X2 Energy Weapons:

- Performance Power Magazine (PPM) Model: 22010
- Tactical Performance Power Magazine (TPPM) Model: 22012
- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
- eXtended Performance Power Magazine (XPPM) Model: 11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- Axon Signal Performance Power Magazine (SPPM) Model: 70116

9. TASER 7 Dock:

- TASER 7 Dock Core and Multi-bay Module: 74200

10. TASER Dataport Download Kits:

- Dataport Download Kit for the X2 and X26P Model: 22013

11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

12. Energy Weapon Holsters:

- Right-hand TASER 7 holster by Safariland Model: 20063
- Left-hand TASER 7 holster by Safariland Model: 20068
- Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
- Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

13. TASER Simulation Suit II Model 44550

14. TASER 7 conductive target Model: 80087

15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- **Chain-of-Custody:** Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- **Protection:** With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- **Application and data protected by a CJIS and ISO 27001 compliant information security program**
- **Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities**
- **Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files**

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

clerks to update information exchanges on things like missing people or stolen property as soon as possible

- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
11. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

over 5 years.

9. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Fleet, X2, X26, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: October 11, 2021

MEETING DATE: October 18, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, for the purchase of portable radios for the Fire Department and the Public Safety Communications Department from Motorola Solutions utilizing HGAC contract #RA05-21 in the amount of \$89,712.84.

Classification: Regular

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

Issue: The Fire Department and Public Safety Communications Department are in need of purchasing new portable radios. The proposed Fire Department radios are for use by on duty firefighters for emergency response. The radios for the Public Safety Communications Department are for use by the Telecommunications Officers in the dispatch center.

With the addition of ten (10) new firefighters last fiscal year, the Fire Department requires additional radios to accommodate all the new personnel on duty. Radio communications between firefighters improve safety and accountability at an emergency incident.

(PROJECT# 2122-01-515-P006-001)

Fiscal Consideration: All maintenance cost associated with this item is budgeted.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of portable radios for the Fire Department and Public Safety Communications Department from Motorola Solutions utilizing HGAC Contract #RA05-21 in the amount of \$89,712.84.

Alternatives: Defer the purchase of the radios

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Kenneth Ennis
Ignacio Amezcua
Patricia Rigney

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/11/2021
Approved - 10/12/2021

Karla Saavedra
Anali Alanis
City Management Office

Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

Billing Address:
PHARR, CITY OF
202 E CLARK
PHARR, TX 78577
US

Quote Date:09/08/2021
Expiration Date:12/07/2021
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
PHARR, CITY OF

Contract: **HGAC CONTRACT # RA05-21**

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	2	\$2,385.64	\$4,771.28
1a	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	2	\$375.95	\$751.90
1b	H38BT	ADD: SMARTZONE OPERATION	2	\$876.00	\$1,752.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	2	\$219.00	\$438.00
1d	QA03399AA	ADD: ENHANCED DATA APX	2	\$109.50	\$219.00
1e	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	2	\$73.00	\$146.00
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	2	\$346.75	\$693.50
1g	H869BZ	ENH: MULTIKEY	2	\$240.90	\$481.80
1h	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2	\$121.00	\$242.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	2	\$122.25	\$244.50
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	\$117.75	\$235.50
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	2	\$99.75	\$199.50
	APX™ 6000 Series	APX6000 XE			
5	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	14	\$2,385.64	\$33,398.96



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
5a	QA02006AA	ENH: APX6000XE RUGGED RADIO	14	\$584.00	\$8,176.00
5b	QA01427AB	ALT: IMPACT GREEN HOUSING	14	\$18.25	\$255.50
5c	H38BT	ADD: SMARTZONE OPERATION	14	\$876.00	\$12,264.00
5d	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	14	\$375.95	\$5,263.30
5e	Q361AR	ADD: P25 9600 BAUD TRUNKING	14	\$219.00	\$3,066.00
5f	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	14	\$3.65	\$51.10
5g	QA03399AA	ADD: ENHANCED DATA APX	14	\$109.50	\$1,533.00
5h	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	14	\$0.00	\$0.00
5i	Q58AL	ADD: 3Y ESSENTIAL SERVICE	14	\$121.00	\$1,694.00
6	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	14	\$126.75	\$1,774.50
7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	14	\$117.75	\$1,648.50
8	PMMN4106D	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	14	\$462.00	\$6,468.00
9	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	4	\$986.25	\$3,945.00

Grand Total **\$89,712.84(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase fiber and conduit material for the citywide Fiber Project Phase 3 through 5 from Graybar, Inc, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$10,361,674.00.

Classification: Regular

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

Issue: The City of Pharr is needing to procure the following items for the following fiber and conduit needed for the continuation of construction of our fiber project. This material specifically is for the distribution of fiber for phases 3 through 5 which will distribute fiber from our city data centers to the neighborhoods and are placing initial order for entire project as these items do have long lead times.

PROJECT# 2122-01-518-P007-001

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Graybar proposal through OMNIA Partners.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



4601 CAMBRIDGE RD
FORT WORTH TX 76155-2233
Phone: 817-213-1493
Fax: 817-213-1509

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua
Phone: 956-702-5300
Fax: 956-702-5318
Email: Eddie.Shamp@Graybar.com

Date: 10/14/2021
Proj Name: CITY OF PHARR BLANKET
GB Quote #: 0238995262
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 09/28/2021
Valid To: 10/25/2021
Contact: Eddie Shamp
Email: eddie.shamp@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Blanket Quote for Phases III, IV, and V City of Pharr FTTH project per latest material estimates. All orders under the OMNIA purchasing co-operative, contract # EV2370. Please note that due to raw material issues, force majeure, and other market conditions that pricing and lead times can be subject to change at any time. Material releases under a full truck load could be subject to ground shipping charges.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		220,000 EA	CORNING OPTICAL	S-OP-144-LA-A-3E-BK-SIC-CUT REEL	144EUC-T4100D20	\$1,160.00	1000	\$255,200.00
GB Part #: 25236832 UPC #: ***Item Note:***								
200		80,000 EA	CORNING OPTICAL	S-OP-24-LA-A-3E-BK-SIC-5-CUT REEL	024EUC-T4100D20	\$350.00	1000	\$28,000.00
GB Part #: 25373300 UPC #: ***Item Note:***								
300		220,000 EA	CORNING OPTICAL	S-OP-288-LA-A-3E-BK-SIC-24-CUT REEL	288EUC-T4100D20	\$2,090.00	1000	\$459,800.00
GB Part #: 25442990 UPC #: ***Item Note:***								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 10/14/2021
Proj Name: CITY OF PHARR BLANKET
GB Quote #: 0238995262

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

400	260,000 EA	CORNING OPTICAL	S-OP-48-LA-A- 3E-BK-SIC-5- CUT REEL	048EUC-T4100D20	\$470.00	1000	\$122,200.00
-----	---------------	--------------------	---	-----------------	----------	------	--------------

GB Part #: 25373301 UPC #:
Item Note:

500	140,000 EA	CORNING OPTICAL	S-OP-96-LA-A- 3E-BK-SIC-8- CUT REEL	096EUC-T4100D20	\$800.00	1000	\$112,000.00
-----	---------------	--------------------	---	-----------------	----------	------	--------------

GB Part #: 25373302 UPC #:
Item Note:

700	888,000 EA	BLUE DIAMOND INDUSTR	BDI133OR-T10	HDPE-1.25SDR11- ORG-8500SR96- TAPE	\$0.79	1	\$701,520.00
-----	---------------	-------------------------	--------------	--	--------	---	--------------

GB Part #: 25887361 UPC #:
Item Note:

800	758,000 EA	BLUE DIAMOND INDUSTR	BDI213OR-T10	HDPE-2.0 SDR 11 ORANGE T10TAPE 4000SR96	\$1.65	1	\$1,250,700.00
-----	---------------	-------------------------	--------------	---	--------	---	----------------

GB Part #: 26072234 UPC #:
Item Note:

900	8,799 EA	OLDCASTLE PRECAST	17301699		\$377.00	1	\$3,317,223.00
-----	----------	----------------------	----------	--	----------	---	----------------

Item Note: 17X30X30 Handholes w lid

1000	1,743 EA	OLDCASTLE PRECAST	30481699		\$855.00	1	\$1,490,265.00
------	----------	----------------------	----------	--	----------	---	----------------

Item Note: 30X48X36 Handholes w lid

1100	227 EA	CORNING OPTICAL	MOB- 0444TD050FW	MULTIPRT TERMNL 4 PORT 50FT TONE CBL	\$96.00	1	\$21,792.00
------	--------	--------------------	---------------------	--	---------	---	-------------

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 10/14/2021
Proj Name: CITY OF PHARR BLANKET
GB Quote #: 0238995262

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 25992828 UPC #:
Item Note:

1200	4,077 EA	CORNING OPTICAL	MOB-0444TD250FW-P	MULTIPRT TERMNL 4 PORT 250FT TONE CBL	\$136.00	1	\$554,472.00
------	-----------------	------------------------	--------------------------	---	-----------------	----------	---------------------

GB Part #: 25068536 UPC #:
Item Note:

1300	3,986 EA	CORNING OPTICAL	MOB-0444TD500FW	MULTPRT TERMNL 4 PRT 500FT TONE CBL BULK	\$199.00	1	\$793,214.00
------	-----------------	------------------------	------------------------	--	-----------------	----------	---------------------

GB Part #: 25369586 UPC #:
Item Note:

1400	643 EA	CORNING OPTICAL	MOB-0444TD750FW-P	MULTIPORT TERMINAL 4-PORT 750FT TONE CBL	\$243.00	1	\$156,249.00
------	---------------	------------------------	--------------------------	--	-----------------	----------	---------------------

GB Part #: 25760671 UPC #:
Item Note:

1500	3,624 EA	COMMScope	FAK-MULDRP-45-SEAL-FLAT4	CZ3388-000	\$30.00	1	\$108,720.00
------	-----------------	------------------	---------------------------------	------------	----------------	----------	---------------------

GB Part #: 25528293 UPC #:
Item Note:

1600	17,598 EA	CORNING OPTICAL	004301EB4FD05 0M-P		\$55.50	1	\$976,689.00
------	------------------	------------------------	---------------------------	--	----------------	----------	---------------------

Item Note:

1700	1,000 EA	DURA-LINE	20001845	PUSH-LOCK COUPLER 1.25 IN ORG 1.66 OD	\$5.59	1	\$5,590.00
------	-----------------	------------------	-----------------	---	---------------	----------	-------------------

GB Part #: 25437161 UPC #:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 10/14/2021
Proj Name: CITY OF PHARR BLANKET
GB Quote #: 0238995262

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1800	1,000 EA	DURA-LINE	20001847	PUSH-LOCK COUPLER 2 IN ORG 2.375 OD	\$8.04	1	\$8,040.00
------	----------	-----------	----------	---	--------	---	------------

GB Part #: 25437163 UPC #:

Total in USD (Tax not included): \$10,361,674.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 10/14/2021
Proj Name: CITY OF PHARR BLANKET
GB Quote #: 0238995262

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

DATE October 14, 2021
Quotation # 21-39812
Customer ID City of Pharr

Attention:

Quotation valid until: November 14, 2021

Jose Pena
City of Pharr
118 S Cage Blvd
Pharr, TX 78577

Prepared by: Drew Hardin

Comments or special instructions:

None

Description	AMOUNT
2" HDPE SDR 11 758,000 LF	\$ 1,569,060.00
1.25" HDPE SDR-11 1,088,000 LF	\$ 1,098,880.00
432F 4030 LF	\$ 18,799.80
288F 220,000 LF	\$ 525,800.00
144F 220,000 LF	\$ 330,000.00
96F 140,000 LF	\$ 148,400.00
48F 260,000 LF	\$ 163,800.00
24F 80,000 LF	\$ 36,800.00
MST 50' 227 LF	\$ 25,582.90
MST 250' QTY 4,077	\$ 647,019.90
MST 500' QTY 3,986	\$ 925,947.80
MST 750' QTY 643	\$ 181,904.70
FLAT DROP KITS FOR MSTs QTY 3,624	\$ 129,195.60

Description	AMOUNT
DROP CABLE 160' QTY 17,598	\$ 1,133,311.20
17 X 30 X30 HAND HOLES QTY 8,799	\$ 4,351,105.50
30 X 48 X 36 HANDHOLES QTY 1,743	\$ 1,743,871.50
TOTAL	\$ 13,029,478.90

Date _____

TeamPharr.net Phases 3-5

10/14/2021

Precision							
Vendor	Item	Unit	Quantity	Make	Model	Unit Price	Cost
	2" HDPE SDR-11	LF	758,000	Blue Diamond	BDI213OR-T10	\$ 2.07	\$ 1,569,060.00
	2-1.25" HDPE SDR-11	LF	1,088,000	Blue Diamond	BDI133OR-T10	\$ 1.01	\$ 1,098,880.00
	432F Single Mode	LF	4,030	Corning Optical	PRY-EDH1A1J-12-HB-432E3	\$ 4.66	\$ 18,779.80
	288F Single Mode	LF	220,000	Corning Optical	PRY-EDH1A1J-12-HB-288E3	\$ 2.39	\$ 525,800.00
	144F Single Mode	LF	220,000	Corning Optical	PRY-EDH1A1J-12-HB-144E3	\$ 1.50	\$ 330,000.00
	96F Single Mode	LF	140,000	Corning Optical	PRY-EDH1A1J-12-HB-096E3	\$ 1.06	\$ 148,400.00
	48F Single Mode	LF	260,000	Corning Optical	PRY-EDH1A1J-12-HB-048E3	\$ 0.63	\$ 163,800.00
	24F Single Mode	LF	80,000	Corning Optical	S-OP-24-LA-A-3E-BK-SIC-5	\$ 0.46	\$ 36,800.00
	MST (50' Tail)	EA	227	Corning Optical	MOB-0444TD050FW	\$ 112.70	\$ 25,582.90
	MST (250' Tail)	EA	4,077	Corning Optical	MOB-044TD250FW-P	\$ 158.70	\$ 647,019.90
	MST (500' Tail)	EA	3,986	Corning Optical	MOB-044TD500FW	\$ 232.30	\$ 925,947.80
	MST (750' Tail)	EA	643	Corning Optical	MOB-0444TD750FW-P	\$ 282.90	\$ 181,904.70
	Flat Drop Kits (for MSTs)	EA	3,624	CommScope	FAK-MULDRP-45-SEAL-FLAT4	\$ 35.65	\$ 129,195.60
	Drop Cable (160')	EA	17,598	Corning Optical	FHD-X01A-0050M	\$ 64.40	\$ 1,133,311.20
	17X30X30 Handholes	EA	8,799	Oldcastle	004301EB4FD050M-P	\$ 494.50	\$ 4,351,105.50
	30X48X36 Handholes	EA	1,743	Oldcastle	30481699	\$ 1,000.50	\$ 1,743,871.50
TOTAL							\$ 13,029,458.90

Vendor	Graybar					
Item	Unit	Quantity	Make	Model	Unit Price	Cost
2" HDPE SDR-11	LF	758,000	Blue Diamond	BDI213OR-T10	\$ 1.65	\$ 1,250,700.00
2-1.25" HDPE SDR-11	LF	1,088,000	Blue Diamond	BDI133OR-T10	\$ 0.79	\$ 859,520.00
432F Single Mode	LF	4,030	Corning Optical	PRY-EDH1A1J-12-HB-432E3	\$ 4.01	\$ 16,160.30
288F Single Mode	LF	220,000	Corning Optical	PRY-EDH1A1J-12-HB-288E3	\$ 2.09	\$ 459,800.00
144F Single Mode	LF	220,000	Corning Optical	PRY-EDH1A1J-12-HB-144E3	\$ 1.16	\$ 255,200.00
96F Single Mode	LF	140,000	Corning Optical	PRY-EDH1A1J-12-HB-096E3	\$ 0.80	\$ 112,000.00
48F Single Mode	LF	260,000	Corning Optical	PRY-EDH1A1J-12-HB-048E3	\$ 0.47	\$ 122,200.00
24F Single Mode	LF	80,000	Corning Optical	S-OP-24-LA-A-3E-BK-SIC-5	\$ 0.35	\$ 28,000.00
MST (50' Tail)	EA	227	Corning Optical	MOB-0444TD050FW	\$ 96.00	\$ 21,792.00
MST (250' Tail)	EA	4,077	Corning Optical	MOB-044TD250FW-P	\$ 136.00	\$ 554,472.00
MST (500' Tail)	EA	3,986	Corning Optical	MOB-044TD500FW	\$ 199.00	\$ 793,214.00
MST (750' Tail)	EA	643	Corning Optical	MOB-0444TD750FW-P	\$ 243.00	\$ 156,249.00
Flat Drop Kits (for MSTs)	EA	3,624	CommScope	FAK-MULDRP-45-SEAL-FLAT4	\$ 30.00	\$ 108,720.00
Drop Cable (160')	EA	17,598	Corning Optical	FHD-X01A-0050M	\$ 55.00	\$ 967,890.00
17X30X30 Handholes	EA	8,799	Oldcastle	004301EB4FD050M-P	\$ 377.00	\$ 3,317,223.00
30X48X36 Handholes	EA	1,743	Oldcastle	30481699	\$ 855.00	\$ 1,490,265.00
TOTAL					\$ 10,513,405.30	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase firewalls for the citywide Fiber Project from Netsync Network Solutions, Inc, through Texas DIR Cooperative Contract #DIR-CPO-4430 in an amount not to exceed \$442,714.03.

Classification: Regular

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

Issue: The City of Pharr is needing to procure the necessary upgraded firewalls to support this high bandwidth network environment and higher capacity redundant internet connections for the Fiber Project.

PROJECT# 2122-01-518-P008-001

Fiscal Consideration: \$442,714.03

Staff Recommendation: Staff recommends approval of purchase from Netsync Network Solutions Inc.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jose Pena

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 10/14/2021

Approved - 10/15/2021

Approved - 10/15/2021

Approved - 10/15/2021

Approved - 10/15/2021

Final Approval - 10/15/2021

Quote #:	AAAQ347917-02
Date:	10/13/2021
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Pharr jose.pena@pharr-tx.gov 956.402.4900	Michelle Bailey mbailey1@netsync.com	Xavier A Trevino xtrevino@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
--------	------	-------------	-----	------------	-----------

Main Site

Sub Total 442,714.03

2201E config

1.0	FG-2201E	FORTIGATE-2201E 4 X 40GE QSFP+ PERP SLOTS 20 X 10GE SFP+ SLOTS	1	26,071.06	26,071.06
2.0	FC-10-F22E1-811-02-12	FORTIGATE-2201E 1YR ENT PROT SVCS 24X7 FORTICARE+APP CTRL IPS AV WEB	1	20,856.85	20,856.85
3.0	FC-10-F22E1-284-02-12	1YR 24X7 FORTIGATE-2201E ASE FCLICS PLUS ADVANCED SVCS TICKET	1	6,517.76	6,517.76

101F Config

4.0	FG-101F	22XGE RJ45 PORTS 4SFP PORTS 2X SVCS 10G SFP+ FORTILINKS 480GB ONBOARD	1	2,167.51	2,167.51
5.0	FC-10-F101F-247-02-12	FORTIGATE101F 1YR 24X7 SVCS FORTICARE CONTRACT	1	606.90	606.90

40F config

6.0	FG-4201F	8X 100GE/40GE QSFP28 SLOTS & PERP 18X 25GE/10GE SFP28 SLOTS 2XGE RJ45	2	83,345.93	166,691.86
7.0	FC-10-F421F-811-02-12	1YR 24X7 FORTIGATE-4201F ENT CLDS PROT FORTICARE+APP CTRL IPS AV WEB	2	66,676.75	133,353.50
8.0	FC-10-F421F-284-02-12	1YR 24X7 FORTIGATE-4201F ASE SVCS FORTICARE+ADV SVCS TICKET HANDLING	2	20,836.48	41,672.96
9.0	FN-TRAN-QSFP+LR	40GE QSFP+ TRANS LONG RANGE FORPERP ALL SYST W/QSFP+ SLOTS	4	1,412.18	5,648.72
10.0	FN-TRAN-SFP+LR	10GE SFP+ TRANS MODULE LONG PERP RANGE SYST W/SFP+ & SFP/SFP+ SLOTS	4	154.31	617.24
11.0	FWF-40F-3G4G-A	5XGE RJ45 PORT INCL 1XWAN 4XINTWRLS PORT WRLS 11A/B/G/N/AC REGIONCODE A	2	576.14	1,152.28
12.0	FC-10-F40FI-247-02-12	1YR 24X7 FORTIWIFI-40F-3G4G SVCS FORTICARE CONTRACT	2	161.31	322.62

FortiAuthenticator Config

13.0	FTM-ELIC-100	FORTITOKENMOBILE SW 1TIME PW LICS TOKENS 100U LICS	1	2,311.67	2,311.67
14.0	FAC-VM-BASE	FORTIAUTHENTICATOR VM LICS WITHVLIC 100U	1	910.65	910.65
15.0	FC1-10-OACVM-248-02-12	1YR 24X7 FORTICARE CONTRACT FORSVCS FORTIAUTHENTICATOR 1-500U	1	212.48	212.48

Cloud Subscriptions

16.0	FC2-10-AZVMS-465-01-12	1YR SUB FOR 50GB/DAY CENTRAL CLDS LOGGING&ANALYTICS W/24X7FC IOC&SOC	1	4,974.61	4,974.61
17.0	FC1-10-FMGVS-448-01-12	1YR 24X7 FC AND BPS SVCS	2	935.22	1,870.44
18.0	FC1-15-EMS01-297-01-12	FORTICLIENT TIERED LICS 1YR SECMLIC FABRIC AGENT LIC SUB FOR 25ENDPOINT	2	177.66	355.32

Labor

19.0	NET-PRO-SRVC	Installation & Deployment per SoW. SEC: NextGen Firewall Fortinet	4	6,599.90	26,399.60
20.0	MGD-BoH-20	*PROMO* Netsync Engineering Hours	20	0.00	0.00

NETSYNC

2500 West Loop South, Ste.

410/510

Houston, TX 77027 USA

713.218.5000

QUOTE

AAAQ347917-02

Quote #:	AAAQ347917-02
Date:	10/13/2021
Valid for:	30 Days

Notes

Option 2 w Netsync Installation Rev2

Netsync DIR-CPO-4430|DIR-CPO-4430

Total	442,714.03
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	442,714.03

4856 Research Drive
San Antonio, TX 78240
Phone: (844) 552-9373
Fax: (866) 535-3925
sales@layer3com.com

Presented To:
City of Pharr, Texas
100 West Ferguson Avenue
Pharr, Texas 78577

Date: 10/13/2021
Valid Until: 11/12/2021
Terms: NET 30
FOB:

ATTN: Jose Pena
956.402.4900
jose.pena@pharr-tx.gov

Contract #: DIR-TSO 3972

Submitted By: Manny Elizalde

melizalde@layer3com.com

City of Pharr - Fortinet Firewall Project

Fortinet FG-4201F Appliance / Hardware / Bundle / Renewal Services

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
FG-4201F	8x 100GE/40GE QSFP28 slots and 18x 25GE/10GE SFP28 slots, 2 x GE RJ45 Management Ports, SPU NP7 and CP9 hardware accelerated, 2x 2TB storage and 2 AC power supplies	2.00	\$ 182,435.00	\$85,744.45	\$171,488.90
FN-TRAN-QSFP+LR	40GE QSFP+ transceivers, long range for all systems with QSFP+ Slots	4.00	\$ 2,782.00	\$1,446.64	\$5,786.56
FN-TRAN-SFP+LR	10GBASE-LR SFP+ Transceiver 10G LR SMF 10km 1310nm FN-TRAN-SFP+LR-HPC	4.00	\$ 304.00	\$158.08	\$632.32
FC-10-F421F-811-02-12	FortiGate-4201F 1 Year Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and 24x7 FortiCare)	2.00	\$ 145,948.00	\$68,595.56	\$137,191.12
FC-10-F421F-284-02-12	FortiGate-4201F 1 Year ASE FortiCare (24x7 plus Advanced Services Ticket Handling)	2.00	\$ 45,608.75	\$21,436.11	\$42,872.22

Fortinet FG-4201F Appliance / Hardware / Bundle / Renewal Services SUBTOTAL \$357,971.12

Fortinet FG2201E Appliance / Hardware / Bundle / Renewal Services

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
FG-2201E	4 x 40GE QSFP+ slots , 20 x 10GE SFP+ slots (including 18x ports, 2x HA ports), 14 x GE RJ45 ports (including 12 x ports, 2 x management ports), SPU NP6 and CP9 hardware accelerated, and dual AC power supplies, with 2x 1TB SSD onboard storage	1.00	\$ 51,360.00	\$26,707.20	\$26,707.20
FC-10-F22E1-811-02-12	FortiGate-2201E 1 Year Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and 24x7 FortiCare)	1.00	\$ 41,088.00	\$21,365.76	\$21,365.76
FC-10-F22E1-284-02-12	FortiGate-2201E 1 Year ASE FortiCare (24x7 plus Advanced Services Ticket Handling)	1.00	\$ 12,840.00	\$6,676.80	\$6,676.80

Fortinet FG2201E Appliance / Hardware / Bundle / Renewal Services SUBTOTAL \$54,749.76

Fortinet FG-101F Appliance / Hardware / Bundle / Renewal Services

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
-------------	-------------	-----	------------	-----------	---------------

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
FG-101F	22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, 480GB onboard storage, dual power supplies redundancy. Max managed FortiAPs (Total / Tunnel) 64 / 32	1.00	\$ 4,270.00	\$2,220.40	\$2,220.40
FC-10-F101F-247-02-12	FortiGate-101F 1 Year 24x7 FortiCare Contract	1.00	\$ 854.00	\$614.88	\$614.88

Fortinet FG-101F Appliance / Hardware / Bundle / Renewal Services SUBTOTAL \$2,835.28

Fortinet FWF-40F-3G4G-A Wireless Wan Module

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
FWF-40F-3G4G-A	5 x GE RJ45 ports (including 1 x WAN Port, 4 x Internal Ports), Wireless (802.11a/b/g/n/ac), with Embedded 3G/4G/LTE wireless wan module, 2 external SMA WWAN antennas included Region Code A	2.00	\$ 1,135.00	\$590.20	\$1,180.40
FC-10-F40FI-247-02-12	FortiWiFi-40F-3G4G 1 Year 24x7 FortiCare Contract	2.00	\$ 227.00	\$163.44	\$326.88

Fortinet FWF-40F-3G4G-A Wireless Wan Module SUBTOTAL \$1,507.28

Fortinet Licenses and Tokens

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
FC2-10-AZVMS-465-01-12	FortiAnalyzer-VM Subscription License with Support 1 Year Subscription license for 50 GB/Day Central Logging & Analytics. Include 24x7 FortiCare support, IOC, SOC subscription, and FortiGuard Outbreak Alert service.	1.00	\$ 7,000.00	\$5,040.00	\$5,040.00
FC1-10-FMGVS-448-01-12	FortiManager-VM Subscription License with Support and BPS 1 Year Subscription license for 10 devices/vdoms managed by FortiManager VM S-series. 24x7 FortiCare support plus FortiCare Best Practice services included.	2.00	\$ 1,316.00	\$947.52	\$1,895.04
FC1-15-EMS01-297-01-12	FortiClient Zero Trust Fabric Agent 1 Year FortiClient Endpoint Agent license subscription for 25 centrally managed (on-prem) endpoints. Includes Zero Trust Fabric Telemetry, Remote Access (SSL and IPsec VPN), Vulnerability Scan, SSOMA. EPP feature for Malware, Web Security, Application Firewall, Application Control, Sandbox (on-prem) and 24x7 support is also included.	2.00	\$ 250.00	\$180.00	\$360.00
FTM-ELIC-100	FORTITOKENMOBILE SW 1TIME PW LICS TOKENS 100U LICS	1.00	\$ 3,795.00	\$2,352.90	\$2,352.90
FAC-VM-Base	Base FortiAuthenticator-VM with 100 user license. Unlimited vCPU. Supporting VMware ESXi / ESX, Microsoft Hyper-V, Linux Kernel-based Virtual Machine (KVM) on Virtual Machine Manager and QEMU 2.5.0, and Xen Virtual Machine platforms	1.00	\$ 1,495.00	\$926.90	\$926.90
FC1-10-0ACVM-248-02-12	FortiAuthenticator - VM License 1 Year 24x7 FortiCare Contract (1 - 500 USERS)	1.00	\$ 299.00	\$215.28	\$215.28

Fortinet Licenses and Tokens SUBTOTAL \$10,790.12

Fortinet Professional Services (Budgetary)

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
L3-SEC-INST	Fortinet Professional Security Services -Installation - Includes staging, physical installation, patching and testing per design documents (SOW required)	1.00	\$ 60,000.00	\$60,000.00	\$60,000.00

Fortinet Professional Services (Budgetary) SUBTOTAL \$60,000.00

Billing Terms: 1 One Time Bills **Total Cost:** \$487,853.56

First Bill:

\$487,853.56

 *Professional Services Budgetary Cost *

 ** Professional Services Requires a Scope of Work **



Contact: Janet Phillips
Phone: 346-229-2434
Email: jphillips@soliditnetworks.com
Web: <http://www.solidit.com>

Solid Relationships, Solid Solutions

Fortinet- BuyBoard Contract# 579-19

Quote #018230

Version 2

Prepared for:

City Of Pharr - Cust



Contact: Janet Phillips
Phone: 346-229-2434
Email: jphillips@soliditnetworks.com
Web: <http://www.solidit.com>

PREPARED FOR:
City Of Pharr - Cust Alex Velazquez 308 W. Park Ave Pharr, TX 78577 alex.velazquez@pharr-tx.gov (956) 402-4900

DATE	NUMBER	VER
10/13/2021	018230	2

PROJECT
Fortinet- BuyBoard Contract# 579-19

Fortinet

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
FG-4201F	8x 100GE/40GE QSFP28 slots and 18x 25GE/10GE SFP28 slots, 2 x GE RJ45 Management Ports, SPU NP7 and CP9 hardware accelerated, 2x 2TB storage and 2 AC power supplies	\$182,435.00	\$91,217.50	2	\$182,435.00
FC-10-F421F-811-02-12	FortiGate-4201F 1 Year Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and 24x7 FortiCare)	\$145,948.00	\$73,703.74	2	\$147,407.48
FC-10-F421F-284-02-12	FortiGate-4201F 1 Year ASE FortiCare (24x7 plus Advanced Services Ticket Handling)	\$45,608.75	\$23,032.42	2	\$46,064.84
FN-TRAN-QSFP+LR	40GE QSFP+ transceivers, long range for all systems with QSFP+ Slots	\$2,782.00	\$1,557.92	4	\$6,231.68
FN-TRAN-SFP+LR	10GE SFP+ transceiver module, long range for all systems with SFP+ and SFP/SFP+ slots	\$304.00	\$170.24	4	\$680.96
FG-2201E	4 x 40GE QSFP+ slots , 20 x 10GE SFP+ slots (including 18x ports, 2x HA ports), 14 x GE RJ45 ports (including 12 x ports, 2 x management ports), SPU NP6 and CP9 hardware accelerated, and dual AC power supplies, with 2x 1TB SSD onboard storage	\$51,360.00	\$28,248.00	1	\$28,248.00
FC-10-F22E1-811-02-12	FortiGate-2201E 1 Year Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and 24x7 FortiCare)	\$41,088.00	\$22,598.40	1	\$22,598.40
FC-10-F22E1-284-02-12	FortiGate-2201E 1 Year ASE FortiCare (24x7 plus Advanced Services Ticket Handling)	\$12,840.00	\$9,501.60	1	\$9,501.60
FG-101F	22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, 480GB onboard storage, dual power supplies redundancy.	\$4,270.00	\$2,348.50	1	\$2,348.50
FC-10-F101F-247-02-12	FortiGate-101F 1 Year 24x7 FortiCare Contract	\$854.00	\$631.96	1	\$631.96
FWF-40F-3G4G-A	5 x GE RJ45 ports (including 1 x WAN Port, 4 x Internal Ports), Wireless (802.11a/b/g/n/ac), with Embedded 3G/4G/LTE wireless wan module, 2 external SMA WWAN antennas included Region Code A	\$1,135.00	\$624.25	2	\$1,248.50
FC-10-F40FI-247-02-12	FortiWiFi-40F-3G4G 1 Year 24x7 FortiCare Contract	\$227.00	\$167.98	2	\$335.96



Contact: Janet Phillips
Phone: 346-229-2434
Email: jphillips@soliditnetworks.com
Web: http://www.solidit.com

Fortinet

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
FC2-10-AZVMS-465-01-12	FortiAnalyzer-VM Subscription License with Support 1 Year Subscription license for 50 GB/Day Central Logging & Analytics. Include 24x7 FortiCare support, IOC, SOC subscription, and FortiGuard Outbreak Alert service.	\$7,000.00	\$5,180.00	1	\$5,180.00
FC1-10-FMGVS-448-01-12	FortiManager-VM Subscription License with Support and BPS 1 Year Subscription license for 10 devices/vdoms managed by FortiManager VM S-series. 24x7 FortiCare support plus FortiCare Best Practice services included.	\$1,316.00	\$973.84	2	\$1,947.68
FC1-15-EMS01-297-01-12	FortiClient Zero Trust Fabric Agent 1 Year FortiClient Endpoint Agent license subscription for 25 centrally managed (on-prem) endpoints. Includes Zero Trust Fabric Telemetry, Remote Access (SSL and IPsec VPN), Vulnerability Scan, SSOMA. EPP feature for Ma	\$250.00	\$185.00	2	\$370.00
FTM-ELIC-100	Software one-time password tokens for iOS, Android and Windows Phone mobile devices. Perpetual licenses for 100 users. Electronic license certificate.	\$3,795.00	\$2,808.30	1	\$2,808.30
FAC-VM-BASE	Base FortiAuthenticator-VM with 100 user license. Unlimited vCPU. Supporting VMware ESXi / ESX, Microsoft Hyper-V, Linux Kernel-based Virtual Machine (KVM) on Virtual Machine Manager and QEMU 2.5.0, and Xen Virtual Machine platforms	\$1,495.00	\$1,106.30	1	\$1,106.30
FC1-10-0ACVM-248-02-12	FortiAuthenticator - VM License 1 Year 24x7 FortiCare Contract (1 - 500 USERS)	\$299.00	\$221.26	1	\$221.26
Fortinet Subtotal					\$459,366.42

Optional Professional Services

***Optional**

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
SRV-SUB-INSTALL	Subcontractor Installation, Services	\$61,538.46	\$60,000.00	1	\$60,000.00
*Optional Professional Services Optional Amount					\$60,000.00

Quote Totals

SECTION	TOTAL
Fortinet	\$459,366.42
Additional Taxes or shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee. Manufacturer and Distribution warranty, cancellation, and return policies will apply. Product, inventory, and pricing data are updated frequently and subject to change without notice. Please consult you Solid IT Networks sales representative for timely, updated pricing prior to placing an order. Solid IT Networks, Inc. asserts the information submitted in connection with this quotation is confidential, and if released, may give advantage to a competitor, and therefore should not be disclosed to third parties. In addition, Solid IT asserts the information submitted contains internal proprietary methods in preparing the network configuration and implementation of the work and also may constitute trade secrets which should not be disclosed.	Total \$459,366.42



Contact: Janet Phillips
Phone: 346-229-2434
Email: jphillips@soliditnetworks.com
Web: <http://www.solidit.com>

*Options

SECTION	TOTAL
Optional Professional Services	\$60,000.00

Signature

Date

 Note

Due to Covid-19 and pandemic circumstances, product availability and lead times may vary. Also, tariffs on products imported from certain foreign countries may be imposed in the future. This may result in higher list prices on affected SKUs. We will be working closely with our networking manufacturers to try to minimize the effect for our customers. Note that we do not have control over product availability, import issues or border delays and this may result in orders being received after tariffs are increased and hence additional costs. We are sorry for any inconvenience this may cause and recommend that orders be processed ASAP. If necessary, Solid IT will be issuing revised quotes.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: October 12, 2021

MEETING DATE: October 18, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on approval of the purchase of one current model triple combination pumper for the fire department from Siddons Martin Emergency Group, LLC, out of Denton, Texas utilizing BuyBoard contract number 651-21 in the amount of \$704,490.17.

Classification: Regular

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

Issue: The fire department is in need of replacing front line pumper Engine 1 (Unit 361) that has become a high maintenance apparatus due to age, wear and tear. Engine 1 is a 2009 Ferrara pumper and is currently in service at station 1, which is the busiest response district in the City. The replacement of this apparatus will allow for reliability due to reduced breakdowns, which are frequently experienced with the current apparatus.

Staff is proposing to replace Engine 1 with a 2022 Pierce Enforcer Pumper utilizing a BuyBoard contract with Siddons Martin Emergency Group out of Denton, Texas. The apparatus will take approximately 13 months to deliver due to production and will cost \$704,490.17. This apparatus will be identical to the pumper ordered last fiscal year and is currently in production.

(PROJECT# 2122-01-515-P009-001)

Fiscal Consideration: Production of this apparatus will take 13 months and may carry over into the next fiscal year.

Staff Recommendation: Based on review by this office, staff is recommending award of the purchase of one current model triple combination pumper to Siddons Martin Emergency Group, LLC, out of Denton, Texas utilizing BuyBoard Contract #651-21 in the amount of \$704,490.17.

Alternatives: Defer the purchase of a replacement pumper.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez

Created/Initiated - 10/12/2021

Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Approved - 10/12/2021
Approved - 10/13/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 11, 2021

Pilar Rodriguez, Chief
PHARR FIRE RESCUE
118 S CAGE BLVD
PHARR, TX 78577



Proposal For: Pharr 2022- Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to PHARR FIRE RESCUE. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB PHARR FIRE RESCUE and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 779 - Pierce-Custom Enforcer Pumper, 2nd Gen		
(Unit Price - \$724,687.00)		
Delivery within 12-13 months of order date	Vehicle Price	\$724,687.00
QUOTE # - SMEG-0002804-0	Prepay Discount	-\$21,696.83
	779 - UNIT TOTAL	\$702,990.17
	SUB TOTAL	\$702,990.17
	BuyBoard 651-21	\$1,500.00
	TOTAL	\$704,490.17

Price guaranteed until 12/10/2021

Additional: Proposal will utilize BuyBoard Contract 651-21

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Michael Collins

I, _____, the authorized representative of PHARR FIRE RESCUE, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: September 29, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

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

Classification: Public Hearing

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

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

Fiscal Consideration: Approximate funds of \$149,374.29 was approved for these two task force officers. (80% of the grant will be reimbursed to the City of Pharr, or approximately \$121,170.00).

Staff Recommendation: Staff recommends approval

Alternatives: There is no alternative

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 9/29/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

Interlocal Agreement
State of Texas

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

THIS AGREEMENT is made this _____ day of _____, 2021, in the City of Brownsville, State of Texas, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (3) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (4) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council.

WITNESSETH

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

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

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$1,020,922.00 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE has agreed to contribute the total of \$776,177.00 in matching funds if said grant application is approved; and,

WHEREAS, Cameron and Hidalgo County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

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

I.

PURPOSE OF AGREEMENT

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

II.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2021 to August 31, 2022, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

III.

FUNDING

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

IV.

EQUIPMENT and PERSONNEL

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/ Investigators/Officer, not more than Seventeen (17) at any one time, assigned to the Task Force by the Brownsville Police Department, McAllen Police Department, Pharr Police Department, and Edinburg Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain

the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated.

IV.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

V.

COMPENSATION

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

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

VI.

EXTENT OF AUTHORITY

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

VII.

EMPLOYEE STATUS

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

VIII.

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of South Texas Auto Theft Enforcement Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

X.

FINANCIAL ADMINISTRATION

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

XI.

COMPLIANCE

Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle

Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

XII.

ENTIRE AGREEMENT

This Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2021.

CITY OF BROWNSVILLE, TEXAS

By: _____
Trey Mendez, Mayor
(On _____, 2021)

ATTEST:

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor
(On _____, 2021)

ATTEST:

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2021)

ATTEST:

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Richard Molina, Mayor
(On _____, 2021)

ATTEST:

Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

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

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

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

ASSURANCES CERTIFICATION

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

Authorized Official
Trey Mendez, Mayor
Brownsville, Texas 78520

Date

COOPERATIVE WORKING AGREEMENT

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

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

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

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

Authorized Official

Javier Villalobos, Mayor

City of McAllen, Texas 78501

Date

COOPERATIVE WORKING AGREEMENT

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

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

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Andy Harvey Jr
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

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

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

Date

COOPERATIVE WORKING AGREEMENT

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

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

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Peter De La Garza
Interim Chief of Police
Edinburg Police Department

Date: _____

ASSURANCES CERTIFICATION

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

Authorized Official
Richard Molina, Mayor
City of Edinburg, Texas 78539

Date

SPECIAL CONDITION

CONFIDENTIAL FUNDS CERTIFICATION

TO: Motor Vehicle Crime Prevention Authority
Attn: M.V.C.P.A. Director
4000 Jackson Avenue
Austin, Texas 78779-0001

FROM: Name: Robert Martinez

Position: Lieutenant

Grant Title: South Texas Auto Theft Enforcement Task Force

Location: 600 E. Jackson St., Brownsville, Tx. 78520

Grant #: 608-21-0310100

SUBJECT: Disbursement of Funds for Confidential Expenditures

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in this attachment.

Signature: _____
(Project Director)

Date: ____/____/____

Non-Supplanting Certification

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

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

AUTHORIZED OFFICIAL

Noel Bernal

DATE

City of Brownsville

GRANTEE

**SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE
BUDGET DIGEST
FOR
PHARR POLICE DEPARTMENT
FY 2022**

	<u>MVCPA</u>	<u>PROGRAM INCOME</u>	<u>Cash Match</u>	<u>IN-KIND</u>	<u>TOTAL</u>
SALARIES	91,170.00	-	-	-	91,170.00
OVERTIME	-	-	-	-	-
HOLIDAY PAY - OT	-	-	-	-	-
TMRS -	-	-	6,580.19	-	6,580.19
FICA -	-	-	6,974.51	-	6,974.51
INSURANCE - (H, L & D)	-	-	10,132.00	-	10,132.00
W/C -	-	-	4,175.59	-	4,175.59
UNEMPLOYMENT COMP	-	-	342.00	-	342.00
LONGEVITY *	-	-	-	-	-
EDUCATIONAL INCENT. *	-	-	-	-	-
SENIORITY PAY *	-	-	-	-	-
ASSIGNMENT PAY *	-	-	-	-	-
SUPPLEMENTAL PAY *	-	-	-	-	-
SWAT PAY *	-	-	-	-	-
CLOTHING ALLOWANCE	-	-	-	-	-
VEHICLE LEASE	-	-	-	-	-
FUEL/MILEAGE	-	-	-	-	-
MOBILE PHONES	-	-	-	-	-
OFFICE PHONES	-	-	-	-	-
OFFICE LEASE	-	-	-	-	-
SUPPLIES	-	-	-	-	-
C/I FUNDS	-	-	-	-	-
TRAVEL / TRAINING	-	-	-	-	-
TRAVEL REGISTRATION FEES	-	-	-	-	-
EQUIPMENT PURCHASE (Vehicle)	30,000.00	-	-	-	30,000.00
TOTAL	121,170.00	-	28,204.29	-	149,374.29

* Longevity pay, Educational Incentive, Seniority pay, Assignment pay, Supplemental pay and SWAT pay included in Salary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: October 8, 2021

MEETING DATE: October 18, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, allowing Pharr EMS to enter into an affiliation agreement with South Texas College to allow their EMS students to do their clinical with Pharr EMS.

Classification: Regular

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

Issue: Agreement between Pharr EMS and South Texas College to allow EMS students to ride out

Fiscal Consideration: does not have fiscal implications.

Staff Recommendation: Staff recommends approval

Alternatives: no alternative

Exclude Material from Public Packet? No

Reason: will not be excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 10/8/2021

Daniel Ramirez

Approved - 10/8/2021

Patricia Rigney

Approved - 10/11/2021

City Management Office

Final Approval - 10/15/2021

RUSH!

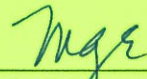
REC'D SEP 30 2021 *ml***SOUTH TEXAS
COLLEGE****Purchasing Department****Contract Transmittal Form**

P.O. Box 9701

McAllen, TX 78502

Phone: (956) 872-4681

Fax: (956) 872-4688

To: Mary Elizondo, VP-FASFor Mrs. Elizondo's review and for
Dr. Ricardo J. Solis's review and approval.**From: Gil Cisneros, Buyer**
Maria G. Elizondo, VP FAS**Date: 9/29/2021****Transmittal#: 21-22-422****WE ARE SENDING YOU THE FOLLOWING ITEMS VIA INTERCAMPUS MAIL:**

#	Description	Vendor/Contractor	Monetary Amount	Board Approved Date	Requestor/End User
1	Affiliation and Program Agreement	City of Pharr EMS	\$0.00	N/A	Beatriz Mata/Clinical Affairs Specialist-NAH

Comments: This affiliation agreement will allow students to complete their clinical training which is required by various Nursing and Allied Health accredited degree programs. City of Pharr EMS is willing to participate as a clinical site for our students to complete their required clinical hours.

The contract manager has reviewed the agreement and no issues were found.

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE ("Agreement") is made as of October 18, 2021, 2021 (the "Effective Date") by and between City of Pharr, Texas, ("Affiliate") and South Texas College ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the "EMS Program");

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the "Facility");

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program.** EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience ("Clinical Program") component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a "Rotation");

- (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate's patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

(iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
 - (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

(a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to: _____

 Attention:

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees 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 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(EDUCATIONAL INSTITUTION)

By: _____

Title: President

Date: OCT 01 2021

AFFILIATE

City of Pharr EMS

By: Daniel Ramirez

Title: Chief

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

- 1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- 3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
- 5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Ft. Washington, PA 19034	CONTACT NAME:	
	PHONE (A/C, No, Ext): 312-381-2702	FAX (A/C, No):
INSURED South Texas College PO Box 9701 McAllen, TX 78502-9701	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company of Reading, Pennsylvania	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
20427		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			127300662	08/27/2021	08/27/2022	\$1,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Students, faculty/advisors and the school are covered under this policy.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: October 11, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on renewal of Memorandum of Understanding between the Texas Department of Public Safety and Pharr Police Department for certification of commercial vehicle and weight enforcement.

Classification: Regular

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

Issue: Commercial Vehicle Enforcement: DPS and Pharr Pd enter into MOU in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection recourses. MOU is needed to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize the delays in schedules incurred by the industry inherent to this type of enforcement activity. Renewal of MOU is required to renew every two years.

Weight Enforcement: DPS and Pharr Pd enter into MOU in order to maximize the uniform enforcement of statute. MOU is for training, approved scale use, annual scale recalibration, violations report requirements, and mandated annual reporting. MOU establishes parameters for approved agencies to follow seeking to enforce the defined state laws within transportation code 621, subchapter F.

Fiscal Consideration: There is no expense for this item on equipment.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve MOU

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/11/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

-and-

PHARR POLICE DEPARTMENT (Allied Agency)

I. GENERAL AGREEMENT

A. Introduction and Statutory Authority

DPS and Allied Agency enter into this Memorandum of Understanding (MOU) in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection resources; to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize delays in schedules incurred by the industry inherent to this type of enforcement activity.

1. Due to the need for a basic delineation of routine responsibilities for the federal, state, county, and municipal agencies, it is agreed:
 - DPS will inspect vehicles operating over public highways and at carrier terminal facilities.
 - Allied Agencies must, as a routine practice, confine inspection activities to vehicles operating over public highways and city streets in their jurisdictions with the exception of municipal police officers certified under Tex. Transp. Code § 644.101. These certified municipal police officers may conduct vehicle inspections at carrier terminal facilities.
2. The Federal Motor Carrier Safety Administration (FMCSA) has imposed timeliness and accuracy standards on DPS regarding interstate and intrastate motor carrier information. DPS, in turn, has established timeliness and accuracy standards for Allied Agencies engaged in the inspection of commercial motor vehicles (CMV).
3. Allied Agencies and their authorized inspection representatives (Program Coordinators) must implement procedures in accordance with the minimum standards in this MOU.
4. In order to advance uniformity in the inspection of CMV and their operators, Allied Agencies must adopt the Commercial Vehicle Safety Alliance's (CVSA) North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria as adopted by DPS under the following:
 - Tex. Transp. Code Ch. 644, located at <http://www.statutes.legis.state.tx.us/>;
 - 37 Tex. Admin. Code Chapter 4, Subchapter B; 37 Tex. Admin. Code Chapter 16, Subchapter A; and 37 Tex. Admin. Code Chapter 21 located at <http://www.sos.texas.gov/tac/index.shtml>; and
 - The most current version of the CMV Enforcement Guidance Documents provided by DPS to the Allied Agencies:

CVSA Levels of Inspection

- Level 1 North American Standard
- Level II Walk-a-round Inspection
- Level III Driver-Only Inspection
- Level IV Special Inspection
- Level V Vehicle-Only Inspection (Terminal)

The State of Texas has an inspection quality agreement with the FMCSA in its Commercial Vehicle Safety Plan. Inspections found to be non-compliant with this policy may be nullified by the DPS Motor Carrier Bureau (MCB) from the carrier's safety profile and from the inspector's certification record by the authority of the Assistant Division Director of the DPS Texas Highway Patrol (THP) or that person's designee.

If amendments to 37 Tex. Admin. Code Chapter 4, Subchapter B require amending this MOU, DPS will do so within a reasonable period of time. The date of any amendment under this paragraph will not affect the renewal date described in Section IV, unless otherwise indicated by DPS.

II. DPS RESPONSIBILITIES

DPS will:

- A.** Train, retrain (as necessary or desirable), test, and certify Allied Agency inspectors as per the agreement between DPS and the CVSA.
- B.** Approve inspection forms for all inspections conducted in conformance with this MOU.
- C.** Approve vehicle and driver out-of-service stickers.
- D.** Supply CVSA decals on a cost-recovery basis to Allied Agencies.
- E.** Supply software necessary for the data entry of all inspection information, on a cost recovery basis to Allied Agencies.
- F.** Supply Allied Agencies with inspection data, upon request.
- G.** Forward challenges of data in inspections or crash reports to Allied Agencies for their inspections.
- H.** Conduct random in-person observation of inspections conducted by Allied Agency in order to ensure Allied Agency's inspectors maintain practical proficiency in the program.

III. ALLIED AGENCY RESPONSIBILITIES

A. Certification Testing

Allied Agency must:

1. Enroll its commissioned, full-time officers who have not met the minimum certification requirements for enforcement of Tex. Transp. Code Ch. 644 in training programs required by 37 Tex. Admin. Code § 4.13(b) prior to using these officers as inspectors for commercial vehicle enforcement. Allied Agency must reimburse DPS for costs associated with any training provided by DPS under 37 Tex. Admin. Code § 4.13(b)(5).

2. Implement a program to ensure its officers perform the required number of inspections annually, as specified in 37 Tex. Admin. Code § 4.13(c), and successfully complete the required annual certification training to maintain certification. To further program goals and achieve the highest quality in inspections, Allied Agency must ensure its officers conduct more than the minimum number of inspections required annually to maintain certification and that inspections are evenly distributed throughout the year to maintain enforcement continuity.
3. Immediately suspend from performing CVSA enforcement and inspections, any officer who fails to maintain certification or who fails to perform the required number of inspections following CVSA's North American Standard Uniform Inspection Procedures and the North American Standard Out-of-Service Criteria guidelines.
4. Send a representative to the annual MCSAP meeting held by DPS to ensure familiarity with all updated policies and procedures.

B. Policies and Guidelines

Allied Agency must:

1. Conduct inspections only by using CVSA-certified officers.
2. Only conduct inspections on-duty. No inspections may be performed at any time for the specific purpose of benefitting a carrier's safety profile whether on-site or off-site (such as a roadside or at an inspection facility). Compensation for inspections of any kind by other entities (including carriers and carrier employees) is prohibited.
3. Not use inspection as a pretext to search commercial vehicles.
4. Ensure traffic stops performed on a commercial vehicle are made by either a CVSA certified inspector or by a peace officer using probable cause or reasonable suspicion guidelines. An absence of these requisites will be cause for inspection report invalidation and a program participation review.
5. Use the most current forms approved by DPS during the inspection process. Forms and software may not be altered without the prior, written approval of DPS.
6. Ensure that CVSA-certified inspectors have adequate tools and resources to conduct queries into motor carrier registration and operating authority while conducting roadside inspections.
7. Perform Level I, IV, and V inspections requiring undercarriage inspection and brake measurements utilizing an inspection pit or with a referring officer for safety.
8. Perform only Level V terminal inspections on motor coaches for certification purposes except for unusual circumstances (such as post-crash investigations). All other inspections must be conducted roadside. Level I, II, IV and V motor coach inspections must only be performed by Passenger Vehicle Inspection certified inspectors.
9. Forward inspection data electronically to DPS within ten calendar days following the date of inspection for processing and final compliance using the most recent version of reporting software.
10. Forward crash reports involving commercial motor vehicles to Texas Department of Transportation (TxDOT) no later than ten calendar days after the date of the crash investigation.
11. Allow DPS to conduct random in-person observation of inspections conducted by Allied Agency in order to ensure that Allied Agency's inspectors maintain practical proficiency in the program.

12. Not use its certification to enforce federal safety regulations as a primary method to generate program revenue through enforcement penalties, or to enhance criminal interdiction activities.
13. Not allow officers certified to enforce federal safety regulations to participate in secondary employment activities that present a conflict of interest related to their commercial vehicle enforcement duties. This prohibition includes Allied Agency officers trained by DPS that are no longer assigned to commercial vehicle enforcement units but remain employed by the Allied Agency.
14. Require all defects disclosed during the inspection process to be corrected.
15. Adopt the Recommended Out-of-Service Criteria and other defect repair verification procedures as developed by CVSA.
16. Honor CVSA inspection decals affixed to those vehicles by all authorized agencies. CVSA decals will be affixed to vehicles which pass the Level I or V CVSA inspection with no disqualifying violations under the North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria.
17. Maintain the official copy of all reports of inspections conducted by its CVSA certified inspectors for the current calendar year, plus two additional years. The official copy may be in paper or retrievable electronic form, and it must bear the signature of the commercial motor vehicles driver involved in the inspection. A copy must be provided to DPS upon DPS's request.
18. Conduct mock inspections and safety presentations as requested by the carrier and as approved by supervisors. Allied Agency may conduct safety presentations that include a mock (walk-around) inspection, but no documented inspection may be performed as part of a walk-around or safety presentation.
19. Note circumstances in the inspection report when more than two citations are issued during an inspection. An important aspect of the MCSAP is consistency in the inspection process and uniform enforcement. While it is recognized that uniform enforcement may include the issuance of a citation by the inspecting officer, it is also recognized that there may be exceptional occasions when the issuance of multiple citations may be warranted.
20. Document all violations (citations and warnings) discovered on the inspection report as violations, including violations of local ordinances. All CMV contacts must be recorded on the inspection report.
21. Investigate and determine whether a correction to data needs to be made when data in an inspection or crash report is challenged. Allied Agency must notify the motor carrier and DPS in writing of the results of the investigation within ten calendar days. If a correction is necessary, the Allied Agency must make the correction and forward the corrected reports to DPS immediately. Retaliatory actions against motor carriers who file data challenges are strictly prohibited
22. Must notify DPS in writing ten calendar days any time an officer's certification status changes (is certified, suspended, or decertified for different types of inspections, or transfers out of the CVSA inspection program). A cumulative list of officers whose status has changed must be sent to DPS by January 31 of each year.
23. Must comply with the annual fiscal requirements mandated by TRC 644.102 in reporting the total amount of fines collected, actual enforcement program expenses and the remittance of mandated funds to the Texas Comptroller of Public Accounts.

IV. TERMINATION OF CERTIFICATION

***** UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2023.*****

A. Renewal of this MOU

To prevent a loss of authority to conduct CVSA inspections, please mail or FAX your renewal request to the Department no more than 60 nor less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all CVSA inspections, until the renewal has been fully executed.

B. Decertification

1. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to demonstrate practical proficiency in the program during random in-person observations by DPS, or by audits of inspections submitted.
2. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for using the certification as a primary method of generating program revenue or enhancing criminal interdiction activities.
3. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, if officers to engage in secondary employment activities that present a conflict of interest with their commercial vehicle enforcement duties.
4. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to comply with the provisions of the MOU, training, officer certification, or data-sharing requirements, including the requirement that Allied Agency reimburse DPS for training expenses and the requirement that Allied Agency forward information and respond to requests in a timely manner, or any other provisions of 37 Tex. Admin. Code §§ 4.13 and 4.14. Reimbursement can be made by check or money order, payable to the Department of Public Safety of the State of Texas.
5. DPS may decertify Allied Agency for failure to comply with the annual fiscal requirements mandated by Tex. Transp. Code § 644.102. Allied Agency must properly report fines collected, actual expenses, and the amount of remittance sent to the State of Texas's Comptroller of Public Accounts.

C. Termination of Certification

1. Termination of certification, whether by decertification, request of Allied Agency, or by failure to renew, will result in the inability of Allied Agency, to retain expenses for any enforcement actions taken after the effective date of the termination of certification. All reporting requirements, including the list of officers suspended and no longer certified which is normally due by January 31 of each year, inspection data reports, and crash reports must be provided to DPS immediately upon discontinuation in the certification program.
2. Allied Agency may discontinue certification at any time by notifying DPS Program Coordinator in writing.
3. The CVSA and Federal Motor Carrier Safety Administration require officers to complete a minimum number of inspections annually in order for officers to renew their certifications. The purpose of this requirement is to ensure officers achieve and maintain practical proficiency in inspecting commercial motor vehicles. Therefore, DPS will decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to report any inspections to DPS within a six month period or for failure to evenly space the required number of inspections throughout the year.
4. Any Termination of Certification terminates Allied Agency's authority to enforce federal safety regulations under Texas Transp. Code Ch. 644, and Allied Agency's eligibility for reimbursement of expenses from penalties assessed. DPS will notify the program coordinator for Allied Agency and the Comptroller of Public Accounts in writing of any Termination of Certification.
5. DPS may issue a warning to Allied Agency if Allied Agency fails to conduct any inspections within a three month period. DPS may also issue a warning if Allied Agency fails to comply with MOU requirements in such a way that DPS deems the quality or timeliness of inspection data could be compromised, or certified officers would fail to maintain practical proficiency in the program. Failure to correct the compliance issues within three months, or such other period as DPS may specify, can result in termination of the MOU and decertification of Allied Agency.

V. PROGRAM COORDINATORS

The parties' program coordinators are responsible for all communications and contacts *required to manage this MOU*. The parties must provide any updates regarding contact information *within 30 calendar days*. The current program coordinators for this MOU are:

Allied Agency:

City of Pharr
Police Department

Joel Robles
Asst. Chief of Police

Program Coordinator

1900 S. Cage Blvd.
Pharr, Texas 78577

Address

(956) 402-4709

Voice Phone Number

(956) 784-7839

Fax Number

joel.robles@pd.pharr-tx.gov

E-mail Address

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Captain Omar Villarreal
Manager

Program Coordinator

MCB, P.O. Box 4087
Austin Texas 78773-0522

Address

(512) 424-2053

Voice Phone Number

(512) 424-5712

Fax Number

omar.villarreal@dps.texas.gov

E-mail Address

Evidence of Acceptance:

Signature of Authorized Official

Political Subdivision

Name

Title

Date

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

and

PHARR POLICE DEPARTMENT (Allied Agency)

I. General Agreement

In accordance with Texas Transportation Code § 621.402, DPS has established parameters for approved Allied Agencies seeking to enforce Texas Transportation Code Chapter 621, Subchapter F. In order to maximize the uniform enforcement of statute, the parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements, and mandated annual reporting.

II. DPS Responsibilities

In order to better implement and maintain the standards in this MOU, DPS will:

1. Train, retrain (as necessary or desirable), test, and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints or challenges to the issuing Allied Agency.
3. Supply software necessary for the data entry of all inspection information on a cost recovery basis to Allied Agencies.

DPS may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that Allied Agency's officers are adhering to DPS certification standards.

III. Allied Agency Responsibilities

A. Certification Training

Allied Agency must enroll their commissioned, full-time officers in the 40 hour, Basic CVE course conducted at the direction of the DPS Motor Carrier Bureau. A commissioned officer must obtain 80% or better to become certified as a "weight enforcement officer." After initial certification, mandated re-certification training will take place following each legislative session. Weight enforcement officers must obtain 80% or better to maintain certification. DPS will immediately suspend any officer who fails to re-certify and Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

Allied Agency may discontinue agency certification at any time by notifying DPS in writing. If a certified officer separates from an Allied Agency, Allied Agency must notify DPS within ten days.

B. Application of Statute and Allied Agency Requirements

1. During the course of duty, an Allied Agency weight enforcement officer must adhere to the “reasonable suspicion” requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight enforcement site is in direct conflict with this mandate.
2. Allied Agency will only conduct weight inspections while an officer is on-duty. Allied Agency may not perform inspections at any time for the specific purpose of benefitting a carrier, whether onsite or offsite (such as a roadside or at a principal place of business). Compensation for weight inspections of any kind is prohibited.

C. Approved Scales

Allied Agency must purchase and use scales from the approved Scale List found at the following URL: <http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf>. Allied Agency must re-calibrate the approved scales during each calendar year by a certified scale technician or vendor. Allied Agency must retain all individual scale calibration records for the current year plus the two previous years. These records are subject to review during contested judicial proceedings or any DPS audit.

D. Weight Inspection Reports & Upload

Allied Agency must purchase hardware and software to conduct weight inspections in order to upload the reports to DPS. Allied Agency may only issue DPS authorized weight inspection reports.

E. Annual Reporting Requirements

Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to DPS. Allied Agency must send the report to the Motor Carrier Bureau in Austin, Texas by January 31 of each year for the prior year’s enforcement activities. The annual reporting requirements under this Section will survive the termination date of this MOU.

F. Statutory Financial Reporting and Remittance Requirements

Allied Agency must comply with Transportation Code § 621.506(g) and report that data to DPS. This includes: (1) sending the required 50 percent share to the State of Texas’s Comptroller of Public Accounts (CPA) if the fine meets the statutory criteria; and (2) only imposing the minimum dollar fine unless the vehicle’s weight was determined by a scale given or approved by DPS. DPS will confirm fiscal standing with CPA before renewing an MOU with Allied Agency.

IV. Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2023 * * ***

To prevent a loss of authority to conduct weight enforcement inspections, please email DPS with your renewal request between the 60th and 30th day prior to the expiration of your current MOU. If the Allied Agency does not sign the renewal and mail it in to DPS before its current MOU expiration date, certified officers must cease performing all weight enforcement activities, until DPS receives the new fully executed MOU.

DPS may issue a warning to Allied Agency if Allied Agency fails to comply with MOU requirements in such a way that DPS deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct any compliance issue or comply with the required remittance of assessed fines to the Comptroller of Public Accounts may result in the termination of the established MOU and the decertification of Allied Agency.

V. Program Coordinators and Signatory Acceptance

Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this MOU. The coordinators must provide any updates regarding contact information within 30 calendar days.

DPS Program Coordinator:

Captain Omar Villarreal

THP Motor Carrier Bureau

P.O. Box 4087

Austin, Texas 78773-0522

Phone: (512) 424-2053

Fax: (512) 424-5712

Omar.Villarreal@dps.texas.gov

Allied Agency Program Coordinator

Joel Robles
Asst. Chief of Police

Insert name and title here.

Insert address

1900 S. Cage Blvd.
Pharr, Texas 78577

Insert phone, fax, and email

Phone Number: 956-402-4739
Fax Number: 956-784-7839

Allied Agency Authorized Representative

Insert name and title here

Andy Harvey Jr.
Chief of Police

1900 S. Cage Blvd.
Pharr, Texas 78577

Signature of Authorized Representative

Date:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: October 11, 2021

MEETING DATE: October 18, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on award of a supply contract for the purchase of structural firefighting helmets to Casco Industries out of La Porte, Texas.

Classification: Regular

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

Issue: The fire department will need to replace approximately one hundred (100) structural firefighting helmets over the next two (2) years to remain in compliance with Texas Commission on Fire Protection rules. The department plans to replace 50 helmets in fiscal year 2021-2022 and 50 helmets in fiscal year 2022-2023 to meet the standard that structural personal protective equipment cannot be utilized after ten (10) years from the date of manufacture.

Staff solicited formal bids to take advantage of the volume of helmets to be purchased and received two bids from Casco Industries and Mallory Safety & Supply for a unit price per helmet of \$396.00 and \$488.73 respectively. The supply contract will be for one year, with an option to extend for two additional one year terms if the vendor's unit prices remain firm.

(PROJECT# 2021-01-515-SP007-149)

Fiscal Consideration: Funds are budgeted in the current fiscal year.

Staff Recommendation: Based on review by this office, staff recommends award of the supply contract to Casco Industries out of La Porte, Texas for a unit price of \$396.00 per structural firefighting helmet.

Alternatives: Continue to obtain quotes on the open market

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/12/2021
Approved - 10/15/2021
Approved - 10/15/2021

City Management Office

Final Approval - 10/15/2021



CITY OF PHARR

BID OPENING: OCTOBER 5, 2021 AT 3:00 PM

LOCATION: City Commission Rm 2nd Floor

SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF STRUCTURAL FIREFIGHTING HELMETS

PROJECT NO.: 2021-01-515-SP007-149

PARTICIPATING BIDDERS:

**CASCO INDUSTRIES, INC.
LA PORTE, TX**

**MALLORY SAFETY &
SUPPLY, SAN ANTONIO, TX**

No.	DESCRIPTION	UOM	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRADITIONAL STRUCTURAL FIREFIGHTING HELMETS, COMPLETE WITH BOURKE SHIELD AND 6" CUSTOM LEATHER FRONT OR APPROVED EQUAL	Ea	30	\$ 396.00	\$11,880.00	\$488.73	\$14,661.90
ADDENDUM #1				SUBMITTED		SUBMITTED	
ADDENDUM #2				SUBMITTED		SUBMITTED	
ELECTRONIC BID SUBMITTED				SUBMITTED		SUBMITTED	



Pharr

Fire Department



MEMORANDUM

DATE: October 11, 2021
TO: Ignacio Amezcua, Purchasing Director
FROM: Pilar Rodriguez, PE, Fire Chief

PR

SUBJECT: Project 2021-01-515-SP007-149 Supply Contract for the Purchase and Deliver of Structural Helmets

I have reviewed the bid tabulation for the subject project and recommend award of the supply contract to the lowest, responsive and responsible bidder Casco Industries for a unit price of \$396.00 per helmet.

If you should have any questions or require additional information, please feel free to contact me.

cc: Anali Alanis, Assistant City Manager
Jacob Salinas, Assistant Fire Chief
Carlos Arispe, Deputy Fire Chief
Manuel Renta, Deputy Fire Chief



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.E.

DATE SUBMITTED: October 8, 2021

MEETING DATE: October 18, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, allowing the Pharr Police Department to enter into an interlocal agreement with the Donna Police Department for use of Firing/Shooting Range in Donna, Texas.

Classification: Regular

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

Issue: The Pharr Police Department is in need of a Firing/Shooting Range for Training and Firearms Qualifications, to be provided for Pharr Pd Sworn Personnel. The Donna Police Department has El Indio Shooting Range in Donna, Texas and has agreed to allow the Pharr Police Department use of this Firing/Shooting Range for training and qualifications.

Fiscal Consideration: There will be no cost for the Pharr Police Department to use this Firing/Shooting Range

Staff Recommendation: Staff Recommends Approval

Alternatives: Not approve request, and pay for use of a firing range

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/8/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF PHARR, TEXAS BY AND THROUGH
THE POLICE DEPARTMENT AND THE CITY OF DONNA POLICE DEPARTMENT
FOR SHOOTING RANGE USE/TRAINING**

This agreement is entered into, by and between the **City of Pharr Police Department**, hereinafter referred to as **PPD**, and the **City of Donna Police Department**, hereinafter referred to as **DPD**, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the Act) Chapter 791 Texas Governmental Code, as follows:

WHEREAS, Texas Government Code, Chapter 791, known as the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City of Donna, for the purpose of performing functions of law enforcement through **DPD**, owns a shooting range/training facility (**RANGE**); and

WHEREAS, **PPD** has a need for use of the **RANGE** which will be utilized in the service of crime prevention and for law enforcement purposes, such as training; and

WHEREAS, **DPD** and **PPD** are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, **DPD** and **PPD** heretofore enter into this agreement providing for the facility sharing and use of the **RANGE** by **PPD** for law enforcement purposes.

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, **DPD** and **PPD** hereby agree as follows:

1. **FACILITY SHARING:** **DPD** will share and allow use of its **RANGE** to **PPD** for use in training related to law enforcement purposes under the following terms and conditions outlined below.
2. **IN CONSIDERATION OF THE FACILITY SHARING:** **PPD** further agrees to the following:
 - a. **PPD** agrees to scheduling use of the **RANGE** at a mutually agreeable time and date.
 - b. **PPD** agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. **PPD** accepts the **RANGE** facility in "as-is" condition and acknowledges that **DPD** make no warranty in any manner as to the fitness of the facility for any specific purpose.
 - d. The **RANGE** is the property of **DPD** and use of said **RANGE** is subject to the policies, rules, and procedures established by **DPD**.
 - e. **PPD** agrees that the **RANGE** shall be solely used in the service of crime prevention and

for law enforcement purposes such as training.

- f. **PPD** shall be solely responsible for any injuries or damages to persons or property when the **RANGE** is used by their employees and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to **DPD** prior to any scheduled use of the **RANGE**.
 - g. **PPD** shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to **DPD** prior to any scheduled use of the **RANGE**.
3. **INDEMNITY:** To the extent permitted by the Texas Constitution and Laws of the State of Texas, **PPD**, its predecessors, successors, and assigns hereby release, relinquish, and discharge, the City of Donna, Donna Police Department, and former, present, and future agents, employees, directors and officers from any liability arising out of the use of the **RANGE** (identified herein) for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range provided for under this agreement.
4. **LAW COVERING VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this agreement shall be performable in Donna, Hidalgo County, Texas.

THE DONNA POLICE DEPARTMENT WILL RECEIVE NO COMPENSATION FROM PHARR POLICE DEPARTMENT FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED AND DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

City of Donna, Texas:

Ricardo Morales
Mayor, City of Donna, Texas

Date

Gilbert Guerrero
Chief of Police – Donna Police Department

Date

City of Pharr, Texas

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

Date

Andy Harvey Jr.
Chief of Police – Pharr Police Department

Date

Exhibit “A”



MID-VALLEY

REGIONAL LAW ENFORCEMENT TACTICAL TRAINING FACILITY

"El Indio Shooting Range Facilities"

Shooting Range Rules

1. Range open from sunrise to sunset
2. Tracer rounds or exploding rounds prohibited
3. Only paper or cardboard targets allowed
4. Shooting allowed only from firing line to designated target stands
5. Ground level targets are prohibited to reduce ricochets and projectiles escaping the property
6. Destroying targets posts or other property is prohibited
7. Only handheld or shoulder fired guns allowed
8. Fully automatic weapons including slide fire stocks are prohibited
9. .50 caliber or larger center fire rifles are prohibited
10. Alcohol is prohibited on range

Gun Safety Guidelines

1. Always keep muzzle pointed in safe direction
2. Always keep finger off trigger until ready to shoot
3. Always keep the action open and firearm unloaded until ready to use
4. Do not handle firearms at the firing line while others are down range
5. Know your target and what is beyond
6. Know where others are at all times
7. Be sure the gun is safe to operate
8. Know how to use your gun safely
9. Use only the correct ammunition for your firearms
10. Wear eye and ear protection
11. Never use alcohol or drugs before or while shooting

Firearm Instructors should be always present

Pick up brass after shooting and dispose of it in container

Report all safety violations to range master

Exhibit “B”

WAIVER AGREEMENT

For use of Donna Police Department Shooting Range by Law Enforcement

I, _____ do hereby certify that I am over the age of eighteen (18) and may consent to this agreement and waive, hold harmless, and indemnify the City of Donna, Texas and its employees and elected officials for the following:

- The use of the donna police department shooting range as operated by the donna police department.

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume these risks which may include, but, are not limited to the following:

- Injury and/or death to person,
- Injury and/or damage to real and/or personal property.

Furthermore, I fully understand and agree that I will use the shooting range in "as is" condition and that the city of donna police department wanes all warranties including but not limited to warranty of merchantability and warrant of fitness for a particular purpose.

Waiver agreement

I hereby voluntarily release, discharge, waive, and relinquish all action or causes of action for personal injury, property damage, or wrongful death occurring to me because of my use of the Donna Police Department shooting range. I hereby release, discharge, waive, and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Donna, Donna Police Department or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by signing this waiver agreement to exempt and release, indemnify, and hold harmless, the city of donna, donna police department, its employees, it's elected or appointed officials for any personal injury, property damage, or wrongful death.

My signature on this form certifies that I have read, understand, and agree to this waiver agreement and to verify my status as a law enforcement officer.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/Location: _____

Signature: _____ Date: _____

Witness/Donna Police Representative



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.F.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing the City Manager to award the service contract for fleet maintenance services to Spikes Motor Company, Inc. out of Mission, TX.

Classification: Regular

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

Issue: The city received one bid, Spikes Ford from Mission, TX which staff recommends approval to contract out repairs to city units on an as needed basis due to shortage of staff and increase in work load.
(PROJECT# 2021-55-535-S023-082)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza
Olga Garza
Annie Reeves
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/14/2021
Approved - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021



Pharr

Public Works



MEMORANDUM

DATE: October 14, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Olga Garza, Public Works Director *OG*

SUBJECT: Project No. 2021-55-535-S023-082
Service Contract for Fleet Maintenance and Repair Services

I have reviewed the bid tabulation for the subject service contract and recommend to award, **Spikes Motor Company, Inc.**, for fleet maintenance and repair services out of Mission, TX, as stated in the tabulation attached.

Based on the cost analysis attached I recommend approval to award a one (1) year contract on an as needed basis and as directed by the City of Pharr due to shortage of staff and an increase in workload and repair cost in the last three years.

If you have any questions or require additional information, please feel free to contact me.

Cc: Luis Marin, Assistant Director of Public Works
Robert Vela, Fleet Supervisor

Fleet Maintenance & Repair Services for City of Pharr

Project No.: 2021-55-535-S082

Cost Analysis

Year	In-House Repairs Annual Total Cost	Out-Source Repairs Annual Total Cost	Total Annual Cost
FY 2018-2019	233,408	331,413	564,821
FY 2019-2020	245,655	374,531	620,186
FY 2020-2021	202,211	654,205	856,416
Total 3-Yr Expenditures	681,274	1,360,149	2,041,423

Average Annual Cost 680,474

Proposed Target Cost - Spikes Ford 315,000

Variance 365,474

135 Vehicle Replacements in New FY 2021-2022

FLEET MAINTENANCE AND REPAIRS SERVICES AGREEMENT
PROJECT NO.: 2021-55-535-S023-082

This Service Agreement for FLEET MAINTENANCE SERVICES (the "Agreement") by and between City of Pharr, acting by and through its duly authorized officers ("City") and Spikes Motor Company Inc. ("Fleet Service Provider"):

RECITALS

WHEREAS, The City is responsible for the repair and maintenance of City owned vehicles, which require from time to time the transportation, repair, and maintenance from a service provider; and

WHEREAS, The Fleet Service Provider is in the business of repairing and maintaining vehicles; and

WHEREAS, The City and Fleet Service Provider desires to enter into this agreement where the Fleet Service Provider shall be fully responsible for the proper repair and maintenance of city owned vehicles.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and obligations contained herein, the parties agree as follows:

I.

CONTRACT DETAILS

1.01 CONTRACT DESCRIPTION: This contract shall be for the services of fleet maintenance for city owned vehicles. The Fleet Service Provider shall be responsible for fleet repair and maintenance on an as needed basis and as directed by the City of Pharr.

1.02 CONTRACT INSTRUCTIONS: This specification governs the preventive maintenance and repairs for city owned vehicles as needed.

1.03 FLEET SERVICE PROVIDER RESPONSIBILITIES:

Fleet Service Provider shall be solely responsible and liable for the safety and well-being of personnel performing any duties under the term of this contract. All wrecker vehicles used to transport any city owned vehicles shall be equipped with features to safely tow them to Fleet Service Provider location to perform said services.

Fleet Service Provider shall furnish all labor, materials, equipment, and supplies necessary to execute the specified services.

II.

TERM

2.01 TERM. This Agreement shall be for a term of one (1) year commencing on 1st day of November, 2021 and ending 31st day of October, 2022. The City of Pharr reserves the right to extend this Service Contract for an additional two (2) years, in one (1) year increments, if the performance of the successful bidder/contractor's performance remains satisfactory and their unit price(s) remain firm.

2.02 TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice to the other, with or without cause.

III.

QUANTITY, PRICE AND PAYMENT

3.01 ESTIMATED TOTAL ANNUAL CONTRACT AMOUNT will be based on the fleet maintenance and repairs of any city owned vehicles as needed and as directed by the City of Pharr. The Fleet Service Provider shall communicate to City repair/maintenance estimate prior to proceeding with any pairs.

3.02 RATES

Estimated Annual Target Cost	\$315,000
------------------------------	-----------

Estimated Transition Cost	\$31,250
---------------------------	----------

Regular Rates (8:00am – 5:00pm)

Certified Mechanic	\$130.00 /HR
--------------------	--------------

Assistant	\$12.00/HR
-----------	------------

Markdown On Parts & Materials	25%
-------------------------------	-----

Emergency Rates (5:01pm – 7:59am)

Certified Mechanic	\$130.00/HR
--------------------	-------------

Assistant	\$20.00/HR
-----------	------------

Markdown On Parts & Materials	25%
-------------------------------	-----

3.03 PRICE AND PAYMENT. Fleet maintenance and repairs in accordance with the unit prices as stated on the herein bid form or as listed above. The Fleet Service Provider shall invoice the City monthly and the City shall pay same in accordance with the State of Texas Pay Law.

IV. OTHER TERMS

4.01 INDEMNIFICATION FOR CITY. The Contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder shall indemnify and reimburse City for any claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work.. In addition, the bidder shall protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing, as a necessary requirement in connection with the final estimate for payment in which such patented appliance products or processes are used. Bidder also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against bidder or the City or to enlarge in any way the bidder's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from bidder's performance hereunder.

4.02 WAIVERS. No failure by either party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, shall constitute a waiver of such obligation or a breach thereof. No waiver of any breach of any obligation shall affect or alter this Agreement or shall be deemed a waiver of any other existing or subsequent breach hereof.

4.03 ESCALATION. Not Applicable.

4.04 FORCE MAJEURE. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "force majeure", then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force Majeure", as used herein, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics;

landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities.

4.05 JURISDICTION. Purchase/Service/Supply Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

4.06 VENUE. The parties agree that venue for purposes of any and all lawsuits, cause of action, and/or any other dispute(s) shall be in Hidalgo County, Texas.

4.07 MERGER. The bid package, Notice to Bidders, Instructions to Bidders, Contractors, Specification/Requirements, Bid forms and the provisions of this Agreement shall consist of the entire contract agreement between the parties and shall supersede all previous communications, representations, and agreements, either verbal or written, with respect to such matters.

4.08 NOTICE. Any notice required or permitted to be given pursuant to this Agreement other than furnishing of Records of presentation of Invoices shall be considered delivered on the third business day after deposit to a party if deposited in the U.S. Mail postage prepaid, by certified or registered mail, return receipt requested at the address listed below:

If to City:

City of Pharr
Edward Wylie, Interim City Manager
P.O. Box 1729
118 S. Cage Blvd
Pharr, TX 78577

If to Fleet Service Provider:

Spikes Motor Company, *Inc.*
Ruben Reyes, Parts & Service Director
805 E. Expressway 83
Mission, TX 78572

Either party may add to or change the addresses to which notice shall be sent by giving written notice as outlined above.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the Effective Date above written.

CITY OF PHARR

Edward Wylie, Interim City Manager

ATTEST:

Imelda Barrera, Asst. City Clerk

APPROVED AS TO FORM:

Patricia Rigney, City Attorney

FLEET SERVICE PROVIDER

Signature

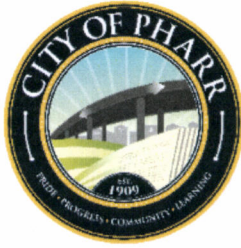
Print/Type Name

Print/Type Title

Legal Company Name

E-Mail Address

Phone Number



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.G.

DATE SUBMITTED: October 14, 2021

MEETING DATE: October 18, 2021

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on agreement between City of Pharr and the Pharr Community Theatre FY2021-2022.

Classification: Regular

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

Issue: PROJECT# 2122-01-520-IPQ007-001

Fiscal Consideration: Amount will be distributed monthly upon invoicing the City of Pharr.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Adolfo Garcia
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/14/2021
Approved - 10/15/2021
Approved - 10/15/2021
Final Approval - 10/15/2021

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens; and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **\$40,000** including all fees and reimbursable expenses.
- B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. Term.

The term of this Agreement shall commence October 1st 2021 and end at midnight of the 30th day of September 2022.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data,

studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

6. Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule

and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager

City of Pharr

Edward Wiley (Interim City Manager)

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr Community Theater

213 W. Newcombe/P.O. Box 1583

Pharr, Texas 78577

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. General Administration and Management.

The City's contract manager shall be Library Director, Adolfo Garcia.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr

By: _____

Name: Edward Wilie

Title: City Manager

Date:

Approved as to form:

By: _____

City Attorney

Pharr Community Theater

By: _____

Name: Pedro Garcia

Title: CEO/Artistic Director

Date:

Exhibit B.
PAYMENT VOUCHER FOR CONTRACTUAL AGREEMENT

Payment shall be made on a monthly bases to Pharr Community Theater, Co. (PCT) in installments of \$3,333.33 from October, 2021 to September, 2022, not to exceed a total of \$40,000.00

Quantity	Item Code	Description	Price Each	Amount
1	A1	Main Stage Productions	1,000.00	1,000.00
1	A2	Children's Productions	500.00	500.00
1	A3	Tours	500.00	500.00
1	A4	Classes, Educational	300.00	300.00
1	A5	Equipment, Maintenance	250.00	250.00
1	A6	Operating costs	783.33	783.33
TOTAL				\$3,333.33

Exhibit A.
LINE ITEMS FOR CONTRACTUAL AGREEMENT

- | | |
|--|-----------------------|
| 1) Main Stage Theater Performances, 3 per year | \$12,000 |
| b) Theater Crew Stipends | \$7,500 |
| c) Main Stage Materials Costs for production design | \$4,500 |
|
2) Children's Theater Productions, 2 per year |
\$6,000 |
| a) Director Stipend for Oversight | \$2,000 |
| b) Crew stipends | \$2,000 |
| c) Stage equipment/sets/props/costumes etc. | \$2,000 |
|
3) Tours |
\$6,000 |
| Up to <u>6 tours per season</u> including Pharr Events Ctr.,
Dtown Amphi Theatre, Pharr Park & Rec, & Research and Learning Center. | |
| a) Costs for Director, Crew, Drivers, Cast, Transportation Rental for
transporting sets, advertising and technical equipment for production setup | |
|
4) Classes in Performing Arts; Kids, Youth & Adults |
\$3,600 |
| (4 sessions: Winter, Spring, Summer, & Fall, including live & virtual instruction) | |
| a) Coordinator stipends, \$800.00 | \$1,200 |
| b) Assistant stipends, \$450.00 | \$1,200 |
| c) Teacher stipends \$300. | \$1,200 |
|
5) Equipment renewal & maintenance |
\$3,000 |
| a.) Sound and Light equipment and stage Flats and risers | |
| b.) A/C Repair, Rear exterior wall paint & gutter repair & labor | |
|
6) Operating Costs |
\$9,399.66 |
| a) Partial staff payment for 1 current staff member & 1 part time contractor | |
| b) Office & laboratory supplies, Website management & Custodial service | |

\$40,000 TOTAL



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.A.

DATE SUBMITTED: October 11, 2021

MEETING DATE: October 18, 2021

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with City Attorney, and action, if any, on *Francisco Marin v. City of Pharr, et al.* Civil Action No. 7:18-CV-0002; In the United States District Court for the Southern District of Texas, McAllen Division.

Classification: Closed Session

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 10/11/2021
Final Approval - 10/15/2021